

**AGREEMENT CONCERNING CREATION AND OPERATION
OF SPRINGHOLLOW MUNICIPAL UTILITY DISTRICT**

This Agreement Concerning Creation and Operation of Springhollow Municipal Utility District (this "Agreement") is entered into by the City of Dripping Springs, Texas, a Type A general law municipal corporation situated in Hays County, Texas (the "City"), and Bill R. Hall, Trustee of the Martha J. Parten Trust created under the Will of Martha J. Parten probated in Hays County, Texas, and as Trustee of the Ben L. Parten, Jr. Trust created under the Will of Ben L. Parten, Jr. probated in Hays County, Texas (in such collective capacities, "Owner"). Following the District Confirmation Date, as defined below, Springhollow Municipal Utility District (the "District"), a municipal utility district to be created pursuant to Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Water Code, will join in and become a party to this Agreement.

ARTICLE I
RECITALS

A. Owner represents that it is the owner of approximately 541.003 acres in Hays County, Texas, as described in Exhibit A and shown on Exhibit B attached to this Agreement (the "Land"). The Land lies entirely within the City's extraterritorial jurisdiction ("ETJ").

B. Owner filed a petition with the City on September 18, 2007, seeking the City's consent to the creation of the District (the "Consent Petition").

C. The purposes of this Agreement are to set out mutually agreeable terms and conditions relating to the creation and operation of the District, which include the provisions under which the City has adopted its resolution consenting to the creation of the District consistent with Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code. It is an essential element of the granting of the City's consent to the creation of the District that, after the District Confirmation Date, the District approves and executes this Agreement and becomes a Party to it.

D. On December 11, 2007, pursuant to the Consent Petition, the City Council of the City adopted Resolution No. 2008-3 consenting to the creation of the District (the "Consent Resolution"), which Consent Resolution approved, and is subject to, the terms and conditions of this Agreement.

E. The City intends that this Land also will be subject to a Development Agreement to be negotiated and entered into between the City and the developer of the Land.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract and agree as follows:

ARTICLE II
DEFINITIONS

"Agreement" means this Agreement Concerning Creation and Operation of Springhollow Municipal Utility District.

"Assignee" means a successor to Owner, as defined in **Section 11.10(b)** of this Agreement.

"Attorney General" means the Attorney General of the State of Texas.

“Board” means the Board of Directors of the District.

“Bond” means (a) any instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportionate interest in payments, due to be paid by the District, or (b) any other type of obligation that (1) is issued or incurred by the District under the District’s borrowing power, without regard to whether it is subject to annual appropriation, and (2) is represented by an instrument issued in bearer or registered form or is not represented by an instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of the District. The term shall include obligations issued to refund outstanding Bonds, but shall not include reimbursement agreements entered into between the District and a developer of the Land, any other contracts entered into by the District not within the items listed in (a) or (b) above, or bond anticipation notes.

“CCN” means a certificate of convenience and necessity or similar permit issued by the TCEQ authorizing a specified entity to be the retail water or sewer service provider in a specified area.

“City” means the City of Dripping Springs, Texas, a Type A General Law municipality located in Hays County, Texas.

“City Council” means the City Council of the City.

“City Administrator” means the City Administrator of the City.

“City Engineer” means one or more engineers hired or engaged to work for the City.

“City Objection” means an objection by the City to a Bond issue as defined in **Section 5.05** of this Agreement.

“City Review Fees” means: (a) the fees and charges applicable to the City’s preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect on the date of submittal of each plat application; and (b) fees and charges applicable to the review of plans relating to construction of Infrastructure according to the fee schedule adopted by the City Council and in effect on the date of submittal of such plans.

“City Secretary” means the City Secretary of the City.

“Consent Petition” means the petition submitted by Owner and filed with the City on September 18, 2007, seeking the City’s consent to the creation of the District.

“Consent Resolution” means Resolution No. ___ adopted _____, 2007 by the City Council that approves this Agreement and that contains the City’s consent to the creation of the District.

“Contractor” means a person or entity that constructs, alters or repairs Infrastructure required to serve the Land.

“Development Agreement” means the anticipated development agreement between the developer and the City regarding development of the Land.

“District” means the Springhollow Municipal Utility District, to be created in Hays County, Texas, with boundaries contiguous with the Land.

“District Confirmation Date” means the date on which the Board canvasses the results of the election held within the District to confirm the creation of the District.

“District Infrastructure” means Infrastructure improvements constructed by or on behalf of the District to serve the Land, whether located within or outside the Land.

“Effective Date” means the effective date of this Agreement and is _____, 2007, the date of the City’s adoption of the Consent Resolution.

“ETJ” means the extraterritorial jurisdiction of a city, as defined by the Texas Local Government Code, as amended.

“Governing Regulations” means the following, as amended from time to time:

- (i) Concerning fire protection, water distribution design will incorporate provisions for future connection to surface water supply and fire flow when such becomes available, and line sizing sufficient to maintain adequate fire flow for all residences in the subdivision. Water distribution design also will incorporate flush valves at all dead-legs and a sesame connection at the water storage tank. Fitting size / type to the water storage tank will be coordinated with the fire district, if applicable, to permit filling (via gravity) of fire trucks.
- (ii) All City manuals, standards, ordinances and regulations for design, location, construction, operation and maintenance of water and wastewater infrastructure, including the TCSS Manual.
- (iii) Utility location standards;
- (iv) Hays County regulations and rules applicable to subdivisions within the City’s ETJ;
- (v) All rules and regulations of those other governmental entities with state and local jurisdiction, including but not limited to those promulgated by the TCEQ, the Texas Department of Transportation and the Hays-Trinity Groundwater Conservation District.

“Infrastructure” means all water, wastewater, drainage, roadway and other infrastructure improvements installed or constructed to serve the Land, whether located within or outside the Land.

“Land” means that certain 541.003-acre tract located in Hays County, Texas as described in **Exhibit A** and shown on **Exhibit B**.

“LCRA” means the Lower Colorado River Authority.

“Notice” means notice as defined in **Section 11.01** of this Agreement.

“Owner” means Bill R. Hall, Trustee of the Martha J. Parten Trust created under the Will of Martha J. Parten, and as Trustee of the Ben L. Parten, Jr. Trust created under the Will of Ben L. Parten, Jr., and their respective successors and Assignees as permitted by this Agreement.

“Party” means, individually, the City, Owner, or the District, their successors and their assignees as permitted by this Agreement, collectively “Parties.”

“TCEQ” means the Texas Commission on Environmental Quality or its successor state agency.

“TCSS Manual” means City’s Technical Construction Standards and Specifications Manual, as it may be amended from time to time.

“Water Code” means the Texas Water Code, as amended from time to time.

ARTICLE III
CONSENT TO CREATION

3.01 In accordance with the terms of this Agreement, the City consents to the creation of the District over the Land.

ARTICLE IV
CONSTRUCTION, OPERATION, MAINTENANCE AND INSPECTION OF DISTRICT FACILITIES

4.01 Infrastructure Standards. The Owner or the District shall, at no cost to the City, construct the District Infrastructure in accordance with plans and specifications that have been approved by the City. The City agrees to review all plans and specifications provided by the Owner or the District in a timely manner and pursuant to the procedures set forth in City ordinances and guidelines; not to unreasonably withhold its approval of such plans and specifications; and to conduct its inspections of ongoing construction in a manner that minimizes interference with such construction. All District Infrastructure shall be designed and constructed in compliance with: (a) the Governing Regulations; (b) the rules and regulations, if any, of the District; (c) the rules and regulations of TCEQ; and (d) if applicable, the rules and regulations of LCRA for retail water service. In the event a conflict between the City’s requirements under this Agreement and those of LCRA (for water) or the District’s wholesale wastewater provider (for wastewater) which causes the District to be unable to comply with both sets of requirements, the requirements of LCRA or the wholesale wastewater provider will control to the extent of the conflict and the District’s compliance with such requirements will be deemed sufficient to comply with this Agreement.

4.02 Additional Construction Standards for Water and Wastewater Utility Infrastructure. Any wastewater treatment, collection or disposal systems, or portions thereof, that are constructed on the Land shall also comply with the specifications set forth in Exhibit C. The Owner and District hereby agree that they will require any offsite wastewater District Infrastructure that is constructed or expanded after the Effective Date for the purpose of providing retail wastewater collection, treatment or disposal services to the Land to also comply with the specifications set forth in Exhibit C, and shall take such reasonable steps, through written agreements or otherwise, as may be necessary to ensure or enforce such requirements.

4.03 Plan Review; Payment of Fees; and Pre-Construction Conference. Construction of Infrastructure shall not commence until the plans and specifications have been reviewed and accepted by the City for compliance with the **Section 4.01** Infrastructure Standards; and the City has been offered the option to attend a pre-construction conference held by the Contractor, the District’s or the Owner’s engineer, as applicable, and the City’s Engineer at a reasonably agreeable time and place; and the applicable City Review Fees have been paid. The City will timely designate both the City’s project manager and the City’s inspector for purposes of this Agreement either by Notice to the Owner or the District, as applicable, or at the pre-construction conference.

4.04 Inspection by City. The City has the right, but not the obligation, to inspect and test the Infrastructure at any time, including inspection of District Infrastructure being constructed by the Owner or the District. Further, the City has the right to participate in a final inspection of all Infrastructure. The Owner or its Contractor shall notify the City's inspector when Infrastructure is ready for final inspection. and shall schedule final inspection by the City at a mutually agreed time. Thereafter, upon prior Notice by the City, any duly authorized employee of the City bearing proper credentials and identification shall be granted access to any property of the District within the Land as the City may reasonably determine necessary for the purpose of inspection and testing of District Infrastructure from time to time; provided, however, that any such inspections or tests must be conducted in a manner that does not materially interrupt or impair the District's operations and ability to provide service to its customers. So that the District may avoid duplication of its inspection costs, the City shall not charge inspection fees for any inspections of water and sewer Infrastructure that the Owner or the District are required by TCEQ to perform, unless the City's inspections are conducted in a manner that satisfies those applicable TCEQ inspection requirements.

4.05 Contracts with Contractors. If a Contractor is not an Owner, then the Owner shall incorporate the infrastructure standards and inspection requirements of this **Article IV** into a written construction contract with the Contractor. All contracts with such non-Owner Contractors shall provide that the City is a third-party beneficiary of, and may enforce the infrastructure standards and inspection requirements of this Agreement against, the Contractors.

4.06 Operation and Maintenance of District Infrastructure. The District shall cause all District Infrastructure to be operated and maintained in accordance with the Governing Regulations.

4.07 As-Built Drawings. The Owner or the District, as applicable, shall request that its Contractor timely prepare, and shall deliver to the City Administrator within 30 days of receipt of such drawing from the Contractor, mylar record drawings for all District Infrastructure.

4.08 Water Supplies. The Parties acknowledge that the Owner currently intends that the Land will receive water service, whether retail or wholesale, from LCRA. Once the Land is connected to a surface water supply, the Owner and the District agree to discontinue use of all existing public water supply wells for potable water service. Wells may continue to be used for irrigation water supply for District property, open space and/or common areas or for emergency water supply. Emergency water supply does not include use during a drought or period of mandatory water use restrictions during drought conditions. All restrictive covenants established by the Owner for the development of the Land shall include these limitations on the use of water wells. In addition to other remedies that may be available, the City is expressly authorized to enforce this **Section 4.08** by specific performance.

4.09 CCNs. The Owner or the District may , but will not be required to, obtain a CCN to provide water and/or sewer services throughout the boundaries of the District. If the Owner or the District obtain a water or a sewer CCN, then the Owner or the District, as applicable, agrees that it shall not transfer such CCN to any other person, utility, political subdivision or other entity (except that the Owner may transfer a CCN to the District without compliance with this Section) without first (i) giving the City 60 days Notice and a right of first refusal to obtain such CCN and become the service provider for the District or (ii) requiring the transferee to enter into a binding agreement to transfer to the City its CCN within the District upon the City's annexation of the Land. This provision regarding service areas constitutes a contract between retail public utilities designating areas to be served and customers to be served by those retail public utilities pursuant to Section 13.248 of the Water Code ("Section 13.248"). The Parties further agree that each of them may file a copy of this Agreement with the TCEQ in support of applications and other filings provided for in, or consistent with, this Agreement and may request that the TCEQ honor the terms of this Agreement as a contract between retail public utilities pursuant to

Section 13.248. If the District becomes the retail provider of water or sewer service to the Land, then it shall not transfer the CCN or the District Infrastructure used for water or sewer service to any other person, utility, political subdivision or other entity without first (i) giving the City 60 days notice and a right of first refusal to acquire such District Infrastructure used for water or sewer service or (ii) requiring the transferee to enter into a binding agreement to transfer such District Infrastructure to the City upon the City's annexation of the Land.

4.10 Service Outside the District. The District shall not sell or deliver services to areas outside the District without prior City Council approval; provided, however, the District may serve a maximum of twenty-five (25) retail residential water and wastewater connections outside the District without such City approval. Outside district service pursuant to this **Section 4.10** shall be subject to **Section 4.01** Infrastructure Standards.

ARTICLE V **ISSUANCE OF BONDS**

5.01 Purposes. The District may issue Bonds as permitted by law and this Agreement. The purposes for which the District may issue Bonds shall be restricted to the following:

- (a) Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, including contract rights and capacity, necessary to:
 - (i) Provide a water supply for the District for municipal, domestic, and commercial uses;
 - (ii) Collect, transport, process, dispose of, and control all domestic, commercial, industrial, or communal wastes from the District, whether in fluid, solid, or composite state;
 - (iii) Gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;
 - (iv) Exercise Road Utility District powers pursuant to Section 54.234 of the Water Code; and
 - (v) Provide park and recreational facilities, if authorized by the Texas Constitution and the Water Code;
- (b) Payment of creation and organization expenses; operation expenses during the creation and construction periods; cost of issuance, including consultant fees, paying agent/registrars fees and escrow fees; interest during construction; capitalized interest and any other expenses authorized by Section 49.155 of the Water Code;
- (d) Refunding of any outstanding Bonds of the District for a debt service savings ("Refunding Bonds"); provided, however, that any such Refunding Bonds otherwise satisfy the requirements of this Agreement.

5.02 Bond Requirements. The District shall obtain all necessary authorizations for Bonds issued in accordance with this Agreement and laws applicable to the District. All Bonds issued by the District shall comply with the following requirements:

- (a) Maximum maturity of 25 years from the date of closing of the sale of the Bonds for any one series of Bonds;
- (b) Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of the sale of such Bonds is given;
- (c) Amortization that results in level debt service payments over the life of the District's total outstanding debt, except for an initial period of up to 5 years of interest only payments;
- (d) Shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District without City Council approval;
- (e) Any Refunding Bonds of the District must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds unless approved by the City Council; and
- (f) No Bonds shall be issued if the District's debt to the most recent estimate of certified taxable assessed valuation as determined by the records of the Hays County Appraisal District will exceed 25 percent upon issuance.

5.03 Notice of Bond Issues. At least thirty (30) days before submission of an application for approval of issuance of Bonds other than Refunding Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall deliver to the City Administrator the certifications required by **Section 5.04** and **Section 5.07** and a Notice containing: (a) the amount of Bonds being proposed for issuance; (b) a description of the projects to be funded; and (c) the proposed debt service and District tax rate after issuance of the Bonds. For Refunding Bonds, at least seven days before submission of an application for approval of the issuance of Refunding Bonds to the Attorney General, the District shall deliver to the City Administrator the certifications required by **Sections 5.04** and **Section 5.07** and a Notice containing (a) the amount of Refunding Bonds being proposed for issuance; (b) a description of Bonds to be refunded; and (c) the proposed debt service and District tax rate after issuance of the Refunding Bonds. The District shall, within five (5) days of submittal, provide any bond package that it submits to the TCEQ to the City for review.

5.04 Compliance with Agreements. At least thirty (30) days before submission of an application for approval of issuance of Bonds other than Refunding Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall certify in writing to the City Administrator that the District is not in breach of any material provision of this Agreement. For Refunding Bonds, at least seven days before submission of an application for approval of issuance of Refunding Bonds, the District shall certify in writing to the City Administrator that the District is not in breach of any material provision of this Agreement. Material provisions include, but are not limited to the provisions of **Articles IV and VI** of this Agreement.

5.05 Bond Objections. The City shall have a period of thirty (30) days after receiving the last of the certifications and Notices required by **Section 5.04** and **Section 5.07** within which to object to any Bonds other than Refunding Bonds and shall have a period of seven days after receiving such certifications and Notices within which to object to any Refunding Bonds. The only basis for an

objection by the City to a proposed Bond issue shall be that the District is in default of a material provision of this Agreement. If the City objects to a proposed Bond issue (a "City Objection"), such objection (a) shall be in writing, (b) shall be given to the District; (c) shall be signed by the Mayor or the City Administrator, and (d) shall specifically identify the material provision(s) of this Agreement as to which the District is in default. It shall not be a basis for a City Objection that the City disagrees with the District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ (if applicable) and Attorney General. In the event a City Objection is given to the District within the time period required by this Section with respect to a specific Bond application, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the advertisement of sale of the Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived. If the certifications and Notices required by Sections 5.04 and 5.07 are accurate and in compliance with this Article V in all material respects, and the City does not provide Notice of a City Objection within the time and in the manner required by this Section, then the City will be deemed to have waived any right to object to the Bond issue in question, and will, promptly upon the District's request, provide the District with written confirmation that the City does not have any objections to, or has waived any right to object to, as applicable, to the application in question.

5.06 Official Statements. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Administrator a copy of the final official statement for such series of Bonds. If the City requests additional information regarding such issuance of the Bonds, the District shall promptly provide such information as it has in its files to the City at no cost to the City, but the District will not be required to create any additional schedules or information that is not already available.

5.07 Economic Feasibility. Before submission of an application for approval of issuance of Bonds to the TCEQ or the Attorney General, the District's financial advisor shall certify in writing to the City Administrator that the Bonds are being issued within the then-current economic feasibility guidelines established by the TCEQ for districts issuing bonds for water, sewer or drainage facilities in Hays County.

5.08 Certifications. With respect to any matter required by this **Article V** to be certified in writing, this Agreement also requires, and the District hereby warrants, that every statement in any certification shall be true and correct in all material respects and that the person signing the certification has been given the requisite authority to do so on behalf of the District.

ARTICLE VI **EXECUTION OF AGREEMENTS**

6.01 Documents To Be Executed. Owner covenants and agrees to cause the District to approve, execute and deliver to the City this Agreement within thirty (30) days after the District Confirmation Date. Upon receipt of a copy of this Agreement executed by the District, the City agrees to provide a certificate to the District confirming that this requirement has been satisfied.

6.02 Effect on Issuance of Bonds. If the District fails to approve, execute and deliver this Agreement to the City within the time frame required by **Section 6.01** and such failure is not cured within fifteen (15) days after Notice from the City to Owner and the District, such failure shall constitute a material breach of this Agreement by Owner and shall entitle the City to prevent the issuance of Bonds until the failure has been cured.

6.03 Effect on Reimbursement. If Owner fails to cause the District to approve, execute and deliver to the City this Agreement within the time frame required by **Section 6.01** and such failure is not

cured within fifteen (15) days after Notice from the City to Owner and the District, then Owner shall not, from and after the date of such failure, enter into any agreements with the District or seek reimbursement from the District for any expenses incurred in connection with the District or development of the Land until the failure has been cured.

6.04 Reporting Requirements. The District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Administrator within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Administrator within thirty (30) days after approval by the Board; and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Administrator within thirty (30) days after filing such notices with the applicable federal agency.

ARTICLE VII **INDEMNIFICATION**

7.01 INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OWNER AGREES TO INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") WITH REGARD TO ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, SUITS, JUDGMENTS, ADMINISTRATIVE PROCEEDINGS, ENFORCEMENT ACTIONS, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, COSTS OF INVESTIGATION AND EXPENSES, INCLUDING THOSE INCURRED BY CITY IN ENFORCING THIS INDEMNITY), DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (I) ANY BREACH OF THIS AGREEMENT BY OWNER OR (II) ANY DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE INFRASTRUCTURE BY OWNER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE OUT OF THE INDEMNITEE'S CONCURRENT NEGLIGENCE.

ARTICLE VIII **CONVERSION, ANNEXATION OR DISANNEXATION BY DISTRICT**

8.01. District shall not: (a) annex any additional lands to the District; (b) convert into another type of district; (c) consolidate with another district; (d) divide into two or more new districts; or (e) seek additional governmental powers beyond those consistent with this Agreement without prior City Council approval.

ARTICLE IX **ANNEXATION OF DISTRICT BY CITY**

9.01 General Terms. The Parties acknowledge and agree that the Land lies wholly within the City's ETJ and is not bordered by another city, town, or village. The Parties further acknowledge that the creation of the District, and the City's consent thereto, are for purposes that include promoting the orderly development and extension of City services to the Land upon annexation.

9.02 Incorporation. In furtherance of the purposes of this Agreement, the District and Owner, on behalf of themselves and their respective successors and Assignees, covenant and agree to the extent allowed by law that, except upon written consent of the City Council, neither the District nor Owner will: (a) seek or support any effort to incorporate the Land or any part thereof; or (b) sign, join in, associate with, or direct to be signed any petition seeking to incorporate any of the Land or seeking to include any of the Land within the boundaries of any other incorporated entity.

9.03 Authority to Annex and Related Agreements. The City will not give any notice of proposed annexation of or annex the Land into the City any earlier than the first to occur of (a) the date that construction of water, sanitary sewer, drainage and road facilities to serve 90% of the Land is complete; (b) fifteen (15) years after the Effective Date; or (c) the dissolution of the District (other than as a result of annexation by the City). If the City annexes the entire area in the District, then the City will succeed to all the powers, duties, assets and obligations of the District, including but not limited to any rights and obligations under valid and duly-authorized contracts entered into by the District prior to the first notice of annexation (e.g., developer reimbursement agreement) and any bond obligations. The District will not enter into any developer reimbursement agreements or agreements for new projects or extraordinary expenses, except as necessary for continued operation and maintenance of existing District facilities, after publication of the first notice of proposed annexation provided that the City thereafter proceeds with annexation of the Land in accordance with the notice. The District further agrees that any agreements with the District in violation of this restriction shall be void.

9.04 Agreement Not to Contest. The Owner and the District agree not to contest the City's annexation of the Land pursuant to the terms of this Agreement.

9.05 Utility Rates after Annexation. After annexation, the City may set rates for water and/or sewer services for property that was within the District at the time of annexation which may include a surcharge in addition to the rates charged to other ratepayers of the City for the purpose of wholly or partially compensating the City for the assumption of the District's obligations; provided that the City does not annex the area within the District until at least 90% of the District Infrastructure for which District bonds are authorized pursuant to this Agreement have been installed. Such additional surcharges shall be calculated to recover those District debts and other obligations assumed by the City upon annexation. The surcharge may continue for thirty (30) years after the initial District debt is issued or until the bonded indebtedness of the District has been retired, whichever occurs last, but in no case for a longer period of time than is necessary to wholly compensate the City for its assumption of the obligations of the District. The District shall comply with all of the requirements of Section 54.016(h), or such similar laws as may be in effect, regarding filing with the county clerk a duly affirmed and acknowledged statement which includes certain notice information to purchasers of property regarding the City's right to collect this surcharge.

9.06 Deed Record Notice. Within thirty (30) days after the District Confirmation Date, the District shall file in the real property records of Hays County a notice in the form required by Section 49.452 of the Water Code which includes notice that the City has the authority to annex the District subject to the limitations set forth in **Section 9.03**.

9.07 Conflict with Development Agreement. If the Development Agreement provides additional terms that authorize the City to annex the Land, for example upon termination of the Development Agreement, then the City may proceed with annexation in compliance with the terms of the Development Agreement, notwithstanding that they may conflict with this **Article V**.

ARTICLE X **TERM OF AGREEMENT**

10.01. Term. This Agreement shall be effective from the Effective Date and shall continue in effect until the District is annexed for full purposes and dissolved by the City or until terminated in writing by mutual agreement of the City and the District; provided, however, if the creation of the District has not been confirmed at an election conducted on or before December 1, 2011, then this Agreement may be terminated by the Owner by providing Notice to the City or by the City by providing Notice to

Owner, and the City's consent to creation of the District shall be withdrawn and shall no longer be in effect.

ARTICLE XI
ADDITIONAL PROVISIONS

11.01 Notice. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this **Section 11.01**.

To the City:

City of Dripping Springs, Texas
P.O. Box 384
Dripping Springs, TX 78620
Attn: City Administrator
FAX: 512-858-5646

To the District:

Springhollow Municipal Utility District
~~c/o: Armbrust & Brown, LLP~~
100 Congress Avenue, Suite 1300
Austin, Texas 78701
~~FAX: 512-435-2360~~

*c/o Vacek, Kiecke + Currier, LLP
1005 Congress Ave., Suite 950
Austin, Texas 78701
FAX: (512) 472-5124*

To Owner:

Bill R. Hall, Trustee of the Ben L. Parten, Jr. Trust and the Martha J. Parten Trust
c/o Gary I. Currier
Vacek, Kiecke & Currier, L.L.P.
1005 Congress Ave., Ste. 950
Austin, Texas 78701
FAX: 512-472-5124

With copy to:

~~Hanna/Magee L.P.#1
1101 North Lamar Blvd.~~

Austin, Texas 78703
FAX: 512-481-0333

11.02 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.03 City Consent and Approval. In any provision of this Agreement that provides for the consent or approval of the City staff or City Council, such consent or approval is not effective unless provided in writing, and may be withheld or conditioned by the staff or City Council at its sole discretion, except as provided in **Section 4.01, and 5.05**.

11.04 Governing Law and Venue. **THIS AGREEMENT MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN HAYS COUNTY, TEXAS AND HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF HAYS COUNTY, TEXAS, AND HEREBY AGREE THAT ANY SUCH COURTS SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.**

11.05 Authority to Execute. Owner warrants that the execution of this Agreement is duly authorized in conformity with the terms of the Martha J. Parten Trust created under the Last Will and Testament of Martha J. Parten dated January 6, 1999, and of the Ben L. Parten, Jr. Trust created under the Last Will and Testament of Ben L. Parten, Jr. dated January 6, 1999, such Wills being duly admitted to probate as evidenced by the Orders attached hereto as **Exhibit D**. Owner warrants that no court has entered any order or judgment superseding such Orders, no other Wills or Codicils of either Martha J. Parten or Ben L. Parten, Jr. has been admitted to probate in any court. Owner warrants that he is the current serving Trustee of the Martha J. Parten Trust and the Ben L. Parten, Jr. Trust and that there are no legal proceedings pending seeking his removal as such. The District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been authorized to do so.

11.06 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, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

11.07 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will

cooperate to amend the Agreement in such a manner that is most consistent with the original intent of the Agreement as legally possible.

11.08 Additional Documents and Acts. Owner and District agree that, at any time after execution of this Agreement, they will, upon the request of the City, execute and/or exchange any other documents reasonably necessary to effectuate the terms of this Agreement and perform any further acts or things as the City may reasonably request to effectuate the terms of this Agreement.

11.09 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

11.10 Assignment.

(a) Neither the District nor the Owner, except in compliance with **Section 11.10(b)** below, may assign this Agreement without the written consent of the City.

(b) Owner has the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to the District (after the District Confirmation Date) and to any person or entity (an "Assignee") without the consent of the City, provided that the following conditions are satisfied: (1) if not the District, Assignee is a successor owner of all or any part of the Land or is a lender to a successor owner of all or any part of the Land; (2) if not the District, Assignee has a contractual right to be reimbursed for water, sewer, or drainage improvements from District Bonds (or has a lien or other security interest in such reimbursements); (3) the assignment is in writing executed by Owner and Assignee in the form of assignment attached as **Exhibit E**; (4) Assignee expressly assumes in the assignment any assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned; and (5) a copy of the executed assignment is provided to all Parties within 15 days after execution. Provided the foregoing conditions are satisfied, from and after the date the assignment is executed by Owner and Assignee, the City agrees to look solely to Assignee for the performance of all obligations assigned to Assignee and agrees that Owner shall be released from performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain written records of all assignments made by Owner (including, for each Assignee, the Notice information required by this Agreement, and including a copy of each executed assignment) and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. 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, whether judicial or non-judicial. This Agreement shall be binding upon and insure to the benefit of the Parties and their respective successors and Assignees. Notwithstanding the foregoing, however, Owner shall not have the right to assign this Agreement, or any right, title, or interest of Owner under this Agreement to any Assignee ~~other than Jay Hanna, Blake Magee, Hanna/Magee L.P.#1, a Texas limited partnership, or an entity in which Jay Hanna, Blake Magee and/or Hanna/Magee L.P.#1 are the majority interest owner(s) (the "Approved Assignees")~~ until the District has become a Party unless such assignment is approved by the City. Owner may assign this Agreement and its rights and obligations hereunder to one or more of the Approved Assignees without the City's consent, but with compliance with provisions (1) through (5) above.

11.11 Current Laws. All references in this Agreement to a City ordinance or other state or local law shall refer to the law then in effect (as it may be amended from time to time after the Effective Date), at the time of the action or requirement of this Agreement to which it applies.

11.12 Amendment. This Agreement may be amended only with the written consent of all Parties and with approval of the governing bodies of the City and the District; provided, however, that, after the District Creation Date, this Agreement may be amended by written consent of the City and the District acting alone, provided that such amendment does not affect the rights or obligations of Owner under this Agreement.

11.13 Interpretation. The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto. As used in this Agreement, the term "including" means "including, without limitation," and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

11.14 No Third Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the District nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the District and Owner.

11.15 Reimbursement for City's Professional Fees. Owner will reimburse the City for reasonable attorneys fees incurred by the City in connection with negotiation and preparation of this Agreement and any other documents executed by Owner, the District, and the City in connection with the Land. Owner's obligation is limited to the actual, out-of-pocket costs and expenses paid to or owed to third-parties for services rendered prior to the approval of this Agreement by the City Council. Owner shall reimburse the City for such fees within thirty (30) days after this Agreement has been executed by the City and Owner, and the City has delivered to Owner an invoice for such fees.

11.16 Authority and Vesting of Rights. This Agreement is entered into, in part, under the statutory authority of Section 212.172, *Texas Local Government Code* which authorizes the City to make written contracts with the owners of land relating to guaranteeing the extraterritorial status of and providing for the future annexation of land, providing for infrastructure for the land, and establishing other lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The City acknowledges that the Owner has the vested right to develop the Land in accordance with this Agreement, with any future agreements entered into by the Owner and the City (subject to any limitations contained in Chapter 245, *Texas Local Government Code*), and all City ordinances in effect on the date of this Agreement, unless modified by such this Agreement or such future agreements. Unless a preliminary plat for the development of the Land is approved within eighteen (18) months of the date of this Agreement, this **Section 11.16** shall be void and of no further force and effect.

11.17 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Legal Description of the Land
Exhibit B	Map of the Land
Exhibit C	Water and Sewer Utility Specifications
Exhibit D	Probate Court Orders
Exhibit E	Assignment and Assumption Agreement

11.18 Conspicuous Provisions. The City, the District, and Owner acknowledge that the provisions of this Agreement set out in **bold, CAPITALS** (or any combination thereof) satisfy the requirements for the express negligence rule and/or are conspicuous.

11.19 Governmental Powers; Waiver of Immunity. By execution of this Agreement, neither the City nor the District waives or surrenders any of its powers, immunities or rights, except as specifically waived pursuant to this **Section 11.19**. The City and the District each waives its governmental immunity from suit and liability only as to any action brought by the other, to pursue the remedies available under this Agreement, and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City or the District has with respect to the suits against each of them by persons or entities not a party to this Agreement.

11.20 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

ATTEST:

Amanda Craig
Amanda Craig, City Secretary

CITY OF DRIPPING SPRINGS

By: Todd Purcell
Mayor Todd Purcell

Date: December 18, 2007

APPROVED AS TO FORM AND LEGALITY:

Susan G. Zecher
City Attorney

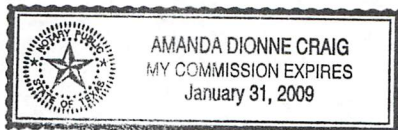
STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This instrument was acknowledged before me, on the 18 day of December, 2007 by Todd Purcell, Mayor of the City of Dripping Springs, Texas on behalf of said city.

Amanda Craig
Notary Public, State of Texas
Printed Name: Amanda Craig
My Commission Expires: Jan 31, 2009



OWNER:

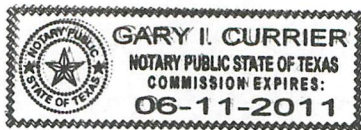
Bill R. Hall

Bill R. Hall, as Trustee of the Martha J. Parten Trust created under the Will of Martha J. Parten, and as Trustee of the Ben L. Parten, Jr. Trust created under the Will of Ben L. Parten Jr.

Date: 1/11/2008

STATE OF TEXAS §
 §
COUNTY OF MILAM §

This instrument was acknowledged before me by Bill R. Hall, as Trustee of the Martha J. Parten Trust created under the Will of Martha J. Parten, and as Trustee of the Ben L. Parten, Jr. Trust created under the Will of Ben L. Parten, Jr., on this, the 11th day of January, 2008.



Gary I. Currier

Notary Public, State of Texas
Printed Name: GARY I. CURRIER
My Commission Expires: 6/11/2011

[SEAL]

Pursuant to Article IV hereof and following the District Confirmation Date, the District has executed the Agreement.

SPRINGHOLLOW MUNICIPAL UTILITY DISTRICT

By: _____

Printed Name: _____

President, Board of Directors

Date: _____

[SEAL]

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, on the ___ day of _____, 200__ by _____, President, Board of Directors of Springhollow Municipal Utility District, on behalf of said district.

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

[SEAL]

EXHIBIT A

Being 541.003 acres, more or less, of land out of the Seaborn J. Whatley Survey, Abstract No. 18 and the Lamar Moore Survey, Abstract No. 323, Hays County, Texas, and being a 476.834 acre tract shown on Exhibit A-1, a 11.686 acre tract shown on Exhibit A-2, a 45.961 acre tract shown on Exhibit A-3 and a 6.522 acre tract shown on Exhibit A-4.

In Re: 461.825 Acres
Being all of the residue of a called
476.834 Acre tract
Lamar Moore Survey
Abstract No. 323
Seaborn J. Whatley Survey
Abstract No. 18
Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas, being out of the Lamar Moore Survey, Abstract No. 323, Seaborn J. Whatley Survey, Abstract No. 18, being all of Lots 1-17, Block E of the Oakridge Park, Section 1, At Kinnicnik recorded in Volume 182, Page 004 of the Deed Records of Hays County, Texas, all of Lots 1-5, Block F, All of Lots 2-6, Block G of Oakridge Park, Section 2 at Kinnicnik and Resubdivision of a Portion of Oakridge Park Section 1, at Kinnicnik recorded in Volume 189, Page 441 of the Deed Records of Hays County, Texas, all of Lot 4, Block K, and all of Lots 1-3, Block M of the Oakridge Park, Section 3, At Kinnicnik recorded in Volume 192, Page 392 of the Deed Records of Hays County, Texas and all of Lots 1-4 of Oakridge Park, Section 4 at Kinnicnik recorded in Volume 1, Page 005 of the Plat Records of Hays County, Texas, all of which being contained within all of the residue of a called 476.834 Acre tract (Parcel 1) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased to Bill R. Hall, Trustee of the Martha J. Parten Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 669 of the Official Records of Hays County, Texas and all of the residue of a called 476.834 Acre tract (Parcel 1) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr. to Bill R. Hall, Trustee of the B. L. Parten, Jr. Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 683 of the said Official Records of Hays County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 1/2" iron rod on the common line between the said Moore Survey and the James B. Pier Survey, A-362, at an interior ell-corner of a called 117.74 Acre tract conveyed to Pulte Homes of Texas, LP in Volume 2684, Page 084, for the common northwest corner of the said 476.834 Acre residue tract and of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said 117.74 Acre tract, a called 38.50 Acre tract (Tract 2) conveyed to Linda A. Fluke in Volume 317, Page 167, the residue of a called 210.23 Acre tract conveyed to Thomas J. Wissemann DBA Wise Enterprises in Volume 1041, Page 376 and Lot 18 of the Whispering Oaks Subdivision – Phase II respectively for the following courses and distances:

N 87°37'59" E - 2882.77 feet to a found 1/2" iron rod on the west line of the said 210.32 Acre residue tract, the southeast corner of the said 38.50 Acre tract, for an exterior ell corner of this tract;
S 01°52'51" E - 197.53 feet to a found 5/8" iron rod at the southwest corner of the said 210.23 Acre Residue Tract, for an interior ell corner of this tract;
N 87°26'31" E - 1807.17 feet to a found 3/4" iron pipe at the northwest corner of a 10.21 Acre tract conveyed to Wayne Hardin, et ux in Volume 300, Page 580, for the common northeast corner of the said 476.834 Acre residue tract and of this tract;

THENCE along the common line between the said 476.834 Acre residue tract, the east line of the said Block E (Lots 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3 and 2 respectively) of the said Oakridge Park Section 1 and the said 10.21 Acre tract and the west Right-of-Way line of a public roadway dedicated by plat of the said Oakridge Park, Section 1, at Kinnicnik and the west Right-of-Way line of Kinnicnik Loop (County Road), respectively for the following courses and distances:

S 03°01'25" E - 730.94 feet to a set 5/8" iron rod at the northeast corner of the said Lot 17, Block E, for an interior ell corner of this tract;
S 03°02'35" E - 2403.51 feet to a found 3/4" iron pipe for an exterior ell corner of this tract;
S 02°56'02" E - 650.74 feet to a found 3/4" iron pipe at the intersection of the said Kinnicnik Loop and a Public Roadway (Not Open) Dedicated by the plat of the said Oakridge Park, Section 1 at Kinnicnik, at the common southeast corner of the said Lot 2 and Block E, for the most northerly southeast corner of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said Public Roadway of the said Oakridge Park, Section 1 for the following courses and distances:

N 23°02'02" W - 167.43 feet to a point for an exterior ell corner of this tract;
Along the arc of a curve to the right having a delta angle of 13°35'00", an arc distance of 110.27 feet, a radius of 465.13 feet, and a chord of N 16°14'32" W - 110.01 feet to a point for an exterior ell corner of this tract;
N 09°27'02" W - 167.34 feet to a point for an interior ell corner of this tract;
Along the arc of a curve to the left having a delta angle of 34°26'00", an arc distance of 120.38 feet, a radius of 200.30 feet, and a chord of N 26°40'02" W - 118.57 feet to a point for an interior ell corner of this tract;
N 43°53'02" W - 133.87 feet to a point for an interior ell corner of this tract;
Along the arc of a curve to the left having a delta angle of 22°48'00", an arc distance of 90.78 feet, a radius of 228.13 feet, and a chord of N 55°17'02" W - 90.18 feet to a point for an interior ell corner of this tract;
N 66°41'02" W - 105.21 feet to a point for an interior ell corner of this tract;
Along the arc of a curve to the left having a delta angle of 30°35'04", an arc distance of 163.91 feet, a radius of 307.06 feet, and a chord of N 81°58'02" W - 161.97 feet to a point for an interior ell corner of this tract;
Along the arc of a curve to the left having a delta angle of 42°11'07", an arc distance of 185.49 feet, a radius of 251.93 feet, and a chord of S 61°38'31" W - 181.33 feet to a point for an interior ell corner of this tract;
S 40°32'58" W - 73.93 feet to a point for an exterior ell corner of this tract;
Along the arc of a curve to the right having a delta angle of 38°13'59", an arc distance of 130.51 feet, a radius of 195.58 feet, and a chord of S 59°39'58" W - 128.10 feet to a point for an exterior ell corner of this tract;
Along the arc of a curve to the right having a delta angle of 34°06'00", an arc distance of 70.19 feet, a radius of 117.93 feet, and a chord of N 84°10'02" W - 69.16 feet to a point for an exterior ell corner of this tract;
N 67°07'02" W - 83.65 feet to a set 5/8" iron rod for an exterior ell corner of this tract;
S 56°38'36" W - 60.63 feet to a set 5/8" iron rod at the southeast corner of the said Lot 4, Block G, the northeast corner of the said Lot 3, Block G, for an interior ell corner of this tract;
S 14°38'02" E - 444.08 feet to a found 1/2" iron pipe at the southeast corner of the said Lot 2, Block G, the northeast corner of Lot 1, Block G of the said Oakridge Park, Section 1, At Kinniciniik, for an exterior ell corner of this tract;

THENCE S 75°20'10" W - 225.19 feet along the common line between the said 476.834 Acre residue tract (Lot 2, Block G) and the said Lot 1, Block G to a found 1/2" iron pipe at the southwest corner of the said Lot 2, Block G, northwest corner of the said Lot 1, Block G, for an interior ell corner of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said Lot 1, Block G and the said Lots 1-3, Block K of the said Oakridge Park, Section 3, at Kinniciniik respectively for the following courses and distances:

S 15°14'29" E - 639.66 feet to a found 1/2" iron pipe for an exterior ell corner of this tract;
S 01°29'41" W - 155.22 feet to a found 3/4" iron pipe at the southwest corner of the said Lot 3, Block K, at the northwest corner of the said Lot 4, Block K, for an interior ell corner of this tract;

THENCE S 85°17'22" E - 215.82 feet along the common line between the said Lot 3, Block K and the said 476.834 Acre tract (Lot 4, Block K) to a found 1/2" iron pipe on the west line of the said Public Roadway, at the southeast corner of the said Lot 3, Block K, the northeast corner of the said Lot 4, Block K, for an exterior ell corner of this tract;

THENCE along the common line between the said Public Roadway and the said Lot 4, Block K, the said 476.834 Acre tract and the said Lots 1-3, Block M of the said Oakridge Park, Section 3, at Kinniciniik respectively for the following courses and distances:

S 01°42'21" E - 126.85 feet to a set 5/8" iron rod for an exterior ell corner of this tract;
S 32°47'27" W - 50.16 feet to a set 5/8" iron rod for an interior ell corner of this tract;
S 54°39'52" E - 280.08 feet to a point for an interior ell corner of this tract
S 55°04'51" E - 350.21 feet to a found 1" iron pipe for an exterior ell corner of this tract;

S 35°09'04" E - 35.77 feet to a found "X" cut in concrete on the north Right-of-Way line of F.M. Highway No. 1826, at the southeast corner of the said Lot 3, Block M, for the most southerly southeast corner of this tract;

THENCE S 58°11'07" W - 478.47 feet along the common line between the said F.M. Highway 1826 and the said 476.834 Acre residue tract to a set 5/8" iron rod at the southeast corner of a Public Roadway dedicated by Plat of the said Oakridge Park, Section 4 at Kinnicinic, for an exterior ell corner of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said Public Roadway for the following courses and distances:

N 42°29'22" W - 309.43 feet to a found 1/2" iron pipe for an interior ell corner of this tract;
S 56°06'32" W - 60.68 feet to a found 1/2" iron pipe for an interior ell corner of this tract;
S 42°29'22" E - 307.20 feet to a set 5/8" iron rod on the said north Right-of-Way line of F.M. Highway 1826, at the southwest corner of the said Public Roadway, for an exterior ell corner of this tract;

THENCE S 68°26'57" W - 187.65 feet continuing along the said common line between F.M. Highway 1826 and the said 476.834 Acre residue tract to a set 5/8" iron rod at the intersection of the east line of the Driftwood Firehouse Subdivision recorded in Volume 11, Page 46 of the said Plat Records of Hays County, Texas conveyed to the Driftwood Volunteer Fire Department in Volume 2192, Page 757 and the said north Right-of-Way line of F.M. Highway No. 1826, for an exterior ell corner of this tract;

THENCE entering the said 476.834 Acre residue tract, along the east, north and west lines of the said Driftwood Firehouse Subdivision respectively for the following courses and distances:

N 08°10'51" W - 225.06 feet to a found 5/8" iron rod for an interior ell corner of this tract;
S 81°53'09" W - 330.28 feet to a found 5/8" iron rod for an interior ell corner of this tract;
S 04°17'06" W - 305.81 feet to a found 8" cedar fence corner post at the intersection of the said west line of the Driftwood Firehouse Subdivision and the said north Right-of-Way line of F.M. Highway 1826, for an exterior ell corner of this tract;

THENCE along the common line between the said 476.834 Acre tract and the said F.M. Highway 1826 for the following courses and distances:

S 81°55'36" W - 7.47 feet to a found 5/8" iron rod for an interior ell corner of this tract;
Along the arc of a curve to the left having a delta angle of 21°55'00", an arc distance of 563.22 feet, a radius of 1472.40 feet, and a chord of S 70°58'07" W - 559.79 feet to a set 5/8" iron rod for an interior ell corner of this tract;
S 59°59'47" W - 4.20 feet to a set 5/8" iron rod on the east Right-of-Way line of Green Hills Loop (County Road), for the common most easterly southwest corner of the said 476.834 Acre residue tract and of this tract;

THENCE N 12°49'23" W - 209.45 feet along the west line of the said 476.834 Acre residue tract, crossing the said Green Hills Loop to a set 5/8" iron rod for an exterior ell corner of this tract;

THENCE N 09°21'14" W - 235.00 feet continuing along the said west line of the said 476.834 Acre residue tract, re-crossing the said Green Hills Loop to a set 5/8" iron rod on the fenced north Right-of-Way line of Green hills Loop, for an interior ell corner of this tract;

THENCE N 61°53'23" W - 70.66 feet along the common line between the said 476.834 Acre residue tract and the said Green Hills Loop to a set 5/8" iron rod at the southeast corner of the said 60.3 Acre tract conveyed to Harold Gene Patterson in Volume 261, Page 010, for an exterior ell corner of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said 60.3 Acre tract for the following courses and distances:

N 24°54'08" W - 1527.81 feet to a found 5/8" iron rod for an interior ell corner of this tract;
S 68°47'57" W - 2093.81 feet to a found 3/4" iron pipe at the southeast corner of Fieldstone (Subdivision) as shown in Volume 2, Page 213 of the said Plat Records for the common most westerly southwest corner of the said 476.834 Acre tract and of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said Fieldstone for the following courses and distances:

N 38°04'03" E - 256.98 feet to a found 3/4" iron pipe for an interior ell corner of this tract;

N 01°23'42" W - 2425.63 feet to a found 1" iron pipe for an interior ell corner of this tract;


N 69°17'14" W - 313.03 feet to a set 5/8" iron rod on the common line between the said Moore Survey and the Fanny D. Darden Survey, A-664, for an exterior ell corner of this tract;

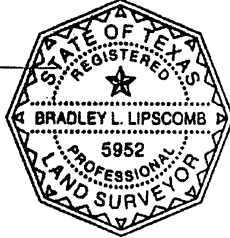
THENCE N 2°09'00" W - 1906.25 feet along the common line between the said Moore Survey and the said Darden and Pier Surveys respectively, the common line between the said 476.834 Acre residue tract and the said Fieldstone and the said 117.74 Acre tract to the **POINT OF BEGINNING** containing within these metes and bounds 461.825 Acres of land of which 0.255 Acres lies within the said Green Hills Loop.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3rd day of July, 2007.


Bradley L. Lipscomb RPLS



In Re: 11.686 Acres
Being all of a 11.686 Acre tract
Lamar Moore Survey
Abstract No. 323
Seaborn J. Whatley Survey
Abstract No. 18
Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas, being out of the Lamar Moore Survey, Abstract No. 323, Seaborn J. Whatley Survey, Abstract No. 18, being all of Lots 1-9, Block H of Oakridge Park, Section 2, at Kinnicnik and Resubdivision of a Portion of Oakridge Park, Section 1, at Kinnicnik recorded in Volume 189, Page 441 of the Deed Records of Hays County, Texas, all of which being contained within an 11.686 Acre tract (Parcel 2) (Undivided ½ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased to Bill R. Hall, Trustee of the Martha J. Parten Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 669 of the Official Records of Hays County, Texas and all of an 11.686 Acre tract (Parcel 2) (Undivided ½ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr. to Bill R. Hall, Trustee of the B. L. Parten, Jr. Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 683 of the said Official Records of Hays County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 3/4" iron pipe at an interior ell corner of a Public Roadway dedicated by the said plat, at the common northwest corner of the said Lot 5, the said Block H, the said 11.686 Acre tract and of this tract;

THENCE along the common line between the said Public Roadway and the said Block H, the said 11.686 Acre tract for the following courses and distances:

S 67°07'02" E - 34.33 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of 34°06'00", an arc distance of 105.90 feet, a radius of 177.93 feet, and a chord of S 84°10'02" E - 104.34 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of 38°13'59", an arc distance of 170.55 feet, a radius of 255.58 feet, and a chord of N 59°39'58" E - 167.40 feet to a point for an interior ell corner of this tract;

N 40°32'58" E - 73.93 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of 42°11'00", an arc distance of 141.31 feet, a radius of 191.93 feet, and a chord of N 61°38'28" E - 138.14 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of 30°35'04", an arc distance of 131.88 feet, a radius of 247.06 feet, and a chord of S 81°58'02" E - 130.32 feet to a point for an exterior ell corner of this tract;

S 66°41'02" E - 105.22 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of 22°48'00", an arc distance of 66.90 feet, a radius of 168.13 feet, and a chord of S 55°17'02" E - 66.46 feet to a point for an exterior ell corner of this tract;

S 43°53'02" E - 133.87 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of 34°26'00", an arc distance of 84.32 feet, a radius of 140.30 feet, and a chord of S 26°40'02" E - 83.05 feet to a point for an exterior ell corner of this tract;

S 9°27'02" E - 167.34 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of 13°35'00", an arc distance of 124.49 feet, a radius of 525.13 feet, and a chord of S 16°14'32" E - 124.20 feet to a point for an interior ell corner of this tract;

S 23°02'02" E - 331.39 feet to a found 1/2" iron pipe at the intersection of the south Right-of-Way line of the said Public Roadway and the west Right-of-Way line of Kinnicnik Loop

(County Road), for the common northeast corner of the said Lot 9, Block H, the said 11.686 Acre tract and of this tract;

THENCE S 02°56'02" E - 331.45 feet along the common line between the said Lots 9 and 1 respectively, the said Block H, the said 11.686 Acre tract and the said Kinnicnik Loop to a found 1/2" iron pipe at the intersection of the said west Right-of-Way line of Kinnicnik Loop and the

north Right-of-Way line of a Public Roadway dedicated by the said plat, for the common southeast corner of the said Lot 1, Block H, the said 11.686 Acre tract and of this tract;

THENCE along the common line between the said Public Roadway and the said Lots 1-4 respectively, the said Block H, the said 11.686 Acre tract for the following courses and distances:

N 46°21'02" W - 250.22 feet to a point for an interior ell corner of this tract;

N 75°09'02" W - 100.36 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of 62°56'00", an arc distance of 46.55 feet, a radius of 42.38 feet, and a chord of N 43°41'02" W - 44.24 feet to a point for an exterior ell corner of this tract;

N 12°13'02" W - 129.50 feet to a point for an interior ell corner of this tract;

N 24°16'02" W - 188.93 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of 26°58'17", an arc distance of 184.20 feet, a radius of 391.30 feet, and a chord of N 37°46'04" W - 182.50 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of 56°18'00", an arc distance of 180.62 feet, a radius of 183.81 feet, and a chord of N 79°23'02" W - 173.44 feet to a point for an interior ell corner of this tract;

S 72°27'58" W - 173.49 feet to a point for an exterior ell corner of this tract;

N 88°23'02" W - 116.10 feet to a found 1/2" iron pipe at the intersection of the said north Right-of-Way line of the said Public Roadway and the east Right-of-Way line of the above said Public Roadway, for the common southwest corner of the said Lot 4, Block H, the said 11.686 Acre tract and of this tract;

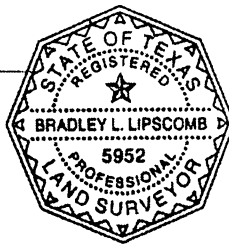
THENCE N 14°38'02" W - 361.60 feet along the common line between the said Lots 4 and 5 respectively, the said Block H, the said 11.686 Acre tract and the said Public Roadway to the POINT OF BEGINNING containing within these metes and bounds 11.686 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3rd day of July, 2007.

Bradley L. Lipscomb RPLS



In Re: 45.961 Acres
Being all of a 45.961 Acre tract
Lamar Moore Survey
Abstract No. 323
Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas, being out of the Lamar Moore Survey, Abstract No. 323, being all of Lots 1 and 2 Block D of Oakridge Park, Section 1, at Kinnicinic recorded in Volume 182, Page 004 of the Deed Records of Hays County, Texas and being all of Lots 3A, 4A, 4B, 5A, 5B, 6A, 6B, 7, 8, 9, & 10, Block D of Oakridge Park, Section 2, At Kinnicinic and Resubdivision of a Portion of Oakridge Park, Section 1, at Kinnicinic recorded in Volume 189, Page 441 of the Deed Records of Hays County, Texas, all of which being contained within a 45.961 Acre tract (Parcel 3) (Undivided ½ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased to Bill R. Hall, Trustee of the Martha J. Paten Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 669 of the Official Records of Hays County, Texas and all of an 45.961 Acre tract (Parcel 3) (Undivided ½ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr. to Bill R. Hall, Trustee of the B. L. Parten, Jr. Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 683 of the said Official Records of Hays County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 1/2" iron rod on the south line of a called 10.21 Acre tract conveyed to Wayne Hardin, et ux in Volume 300, Page 580, at the northeast corner of a public roadway dedicated by plat of the said Oakridge Park, Section 1 at Kinnicinic, for the northwest corner of this tract;

THENCE along the common line between the said 45.961 Acre tract and the said 10.21 Acre tract and Lot 14 of the Whispering Oaks Subdivision – Phase II for the following courses and distances:

N 86°58'59" E - 789.61 feet to a found 3/4" iron pipe for an exterior ell corner of this tract;
S 03°01'01" E - 60.00 feet to a found 60D nail in the top of a fence corner post on the north line of the said Lot 10, for an interior ell corner of this tract;

N 86°58'59" E - 186.26 feet to a found 1/2" iron rod at the northwest corner of Lot 13 of the said Whispering Oaks Subdivision – Phase II, for the common northeast corner of the said Lot 10, Block D, the said 45.961 Acre tract and of this tract;

THENCE S 02°02'10" E - 2412.14 feet along the common line between the said Lots 10, 9, 8, 7, 6B, 5B, 4B, 2, and 1 respectively, the said Block D (the said 45.961 Acre tract) and the said Lot 13 (Whispering Oaks Subdivision – Phase II), a called 23.055 Acre tract conveyed to Barbara N. Poth in Volume 913, Page 520 and Lots 8, 7, 6, 5, 4, and 3 respectively of the Fox Run Estates to a set 5/8" iron rod on the common line between the said Moore Survey and the Seaborn J. Whatley Survey, A-18, at the northeast corner of a Public Roadway dedicated by the said plat of Oakridge Park, Section 1, At Kinnicinic, for the common southeast corner of the said Lot 1, Block D (the said 45.961 acre tract) and of this tract;

THENCE S 87°27'38" W - 278.69 feet along the common line between the said Moore and

Whatley Surveys, the common line between the said Lot 1, Block D (the said 45.961 Acre tract) and the said Public Roadway to a set 5/8" iron rod at the intersection of the north Right-of-Way line of the said Public Roadway and the east Right-of-Way line of another public Roadway dedicated by said Plat of Oakridge Park, Section 1, at Kinnicink, at the northeast corner of the existing Right-of-Way of Kinnicink Loop (County Road) at the southwest corner of the said Lot 1, for the common most southerly southwest corner of the said Block D, the said 45.961 Acre tract and of this tract;

THENCE along the common line between the said Lots 1, 2, a platted roadway (previously closed) and Lot 3A respectively, the said Block D, the said 45.961 Acre tract and the said Public Roadway for the following courses and distances:

N 02°01'31" W - 340.60 feet to a found 3/4" iron pipe at the northwest corner of the said Lot 1, the south corner of the said Lot 2, for an interior ell corner of this tract;

N 39°53'26" W - 255.83 feet to a set 5/8" iron rod at the southwest corner of the said Lot 2, the southeast corner of the said closed roadway, for an interior ell corner of this tract;

S 88°43'29" W - 60.78 feet to a found 3/4" iron pipe at the southwest corner of the said closed roadway, the southeast corner of the said Lot 3A, for an exterior ell corner of this tract;

N 89°42'14" W - 125.81 feet to a found 3/4" iron pipe for an interior ell corner of this tract;

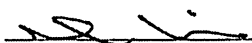
S 86°25'24" W - 321.95 feet to a found 3/8" iron rod at the intersection of the north Right-of-Way line of the said Public Roadway and the east Right-of-Way line of a public roadway, at the southwest corner of the said Lot 3A, for the common most northerly southwest corner of the said Block D, the said 45.961 Acre tract and of this tract;

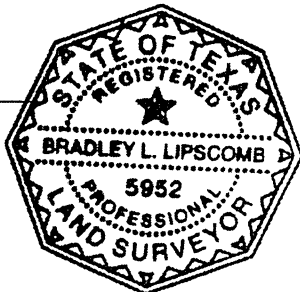
THENCE N 03°01'01" W - 1918.29 feet along the common line between the said Lots 3A, 4A, 5A, 6A, 7, 8, 9 and 10 respectively, the said Block D, the said 45.961 Acre tract and the said Public Roadway to the POINT OF BEGINNING containing within these metes and bound 45.961 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3rd day of July, 2007.


Bradley L. Lipscomb RPLS



In Re: 6.522 Acres
Being all of a 6.522 Acre tract
Seaborn J. Whatley Survey
Abstract No. 18
Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas, being out of the Seaborn J. Whatley Survey, Abstract No. 18, being all of Lots 1, 2 and 3 Block A of Oakridge Park, Section 1, At Kinnicinik recorded in Volume 182, Page 004 of the Deed Records of Hays County, Texas, all of which being contained within a 6.522 Acre tract (Parcel 4) (Undivided ½ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased to Bill R. Hall, Trustee of the Martha J. Paten Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 669 of the Official Records of Hays County, Texas and all of a 6.522 Acre tract (Parcel 4) (Undivided ½ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr. to Bill R. Hall, Trustee of the B. L. Parten, Jr. Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 683 of the said Official Records of Hays County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a set 5/8" iron rod at the intersection of the south Right-of-Way line of a public roadway dedicated by the said plat and the east Right-of-Way line of Kinnicinik Loop (County Road), for the common northwest corner of the said Lot 3, Block A, the said 6.522 Acre tract and of this tract;

THENCE N 87° 27'38" E - 278.70 feet along the common line between the said public roadway and the said Lot 3, Block A (the said 6.522 Acre tract) to a set 5/8" iron rod on the west line of Lot 3 of the Fox Run Estates, at the southeast corner of the said Public Roadway, for the common northeast corner of the said Lot 3, Block A, the 6.522 Acre tract and of this tract;

THENCE S 02° 02'10" E - 899.99 feet along the common line between the said Lots 3, 2 and 1 respectively of the Fox Run Estates and the said Lots 3, 2 and 1 respectively of the said Block A (the said 6.522 Acre tract) to a found 3/4" iron pipe on the north Right-of-Way line of F.M. Highway 1826, at the southwest corner of the said Lot 1 of the Fox Run Estates, for the common southeast corner of the said Lot 1, Block A, the 6.522 Acre tract and of this tract;


THENCE S 47° 11'37" W - 368.27 feet along the common line between the said F.M. Highway 1826 and the said Lot 1, Block A (the said 6.522 Acre tract) to a point at the most easterly southeast corner of the said Kinnicinik Loop, for the common southwest corner of the said Lot 1, Block A, the 6.522 Acre tract and of this tract from which a found ½" iron rod for reference bears: N 47°11'37" E - 1.64 feet;

THENCE N 02° 01'31" W - 1138.04 feet along the common line between the said Lots 1-3, Block A (the said 6.522 Acre tract) respectively and the said Kinnicinik Loop to the **POINT OF BEGINNING** containing within these metes and bounds 6.522 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3rd day of July, 2007.


Bradley L. Lipscomb RPLS

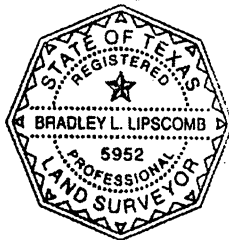


Exhibit B
[Map Showing the Land]

Faint, illegible text, possibly a title or description of the map content.

Exhibit C Wastewater Specifications

If the District seeks a TPDES permit application and constructs its own wastewater plant, it shall provide for disposal via subsurface irrigation, and contain proposed permit conditions that comply with all applicable TCEQ statutes that shall include Texas Administrative Code Chapters 210, 305, 307, 309, 312, 317 and 319. Among other requirements, the permit application shall include the following standards and specifications:

A. Effluent Limitations, Treatment and Storage

1. Effluent limitations shall be based on a daily average of 5 mg/l CBOD₅, 5 mg/l TSS, and a pH of not be less than 6.0 standard units nor greater than 9.0 standard units.
2. Treated effluent shall be applied to rangeland consisting of native grasses and trees. The permitted application rate shall be determined by the TCEQ and approved by the City.
3. Treated effluent shall be chlorinated in a chlorine contact chamber to a residual of 1.0 mg/l with a minimum detention time of 20 minutes based on peak flow. Effluent transferred to a holding pond or tank shall be re-chlorinated as needed prior to delivery into the irrigation system. A trace chlorine residual shall be maintained in the effluent at the point of irrigation application.
4. Any holding ponds or tanks shall be double-lined with a leak detection system. The permitted volume shall be determined by the TCEQ and approved by the City.
5. The permit application shall provide for a total average daily treatment capacity of up to that necessary to serve the un-served areas of the District, in one or more phases.

B. Siting, Operation and Management

1. The siting of any treatment, storage and disposal facilities shall meet the applicable site characteristics and location requirements of the TCEQ, as set forth in 30 Tex. Admin Code part 309.
2. The permit shall provide for an operations building to protect and secure maintenance supplies and equipment; computers and other essential record-keeping items; and pumps and plant machinery.
3. The plant will be required to have an automated "Supervisory Control and Data Acquisition ("SCADA") system to monitor flows, provide for automatic emergency shut down, to provide alarm notification for certain system conditions. and perform other operational and safety functions and data gathering.

C. Sludge Use, Disposal and Transportation

1. Sludge shall be used, disposed and transported in compliance with the applicable requirements of 30 TAC Chapter 312, regarding Sludge Use, Disposal and Transportation.

2. Sludge may be disposed at a TCEQ authorized land application site, or co-disposal landfill. In addition, subject to the applicable authorizations, sludge may be hauled by a registered transporter to City of Austin Wastewater Treatment Facility, Permit No. 10543-001 to be digested, dewatered and then disposed of with the bulk of the sludge from the plant accepting the sludge.
3. Onsite sludge disposal shall not be permitted.

Exhibit D
Probate Court Orders
[38 folowing pages]

Ilyse Lerner

From: fast@etitledocs.com on behalf of mmgonzales@firstam.com
Sent: Tuesday, July 31, 2007 2:20 PM
To: Ilyse Lerner
Cc: mmgonzales@firstam.com
Subject: Vesting Deeds (Email Ref=497457656)



Deed Chain.TIF (1
MB)

RE: GF# 1030378 copy of vesting deeds per your request.

File No.: 1030378 AU80

Buyer: Hanne/Magee L.P#1, a Texas limited partnership BY: Hanna/Magee GP #1, Inc. a Texas corporation, its general partner

Seller: Bill R. Hall, Trustee of the Ben L. Parten, Jr. Trust and the Martha J. Parten Trust

Property Address: 541 Acres on Highway 1826, TX

Michele Gonzales
Escrow Assistant
First American Title Insurance Company
Phone: 512-263-0542
Fax: 866-766-2816

This message contains confidential information intended only for the use of the intended recipient(s) and may contain information that is privileged. If you are not the intended recipient, or the person responsible for delivering it to the intended recipient, you are hereby notified that reading, disseminating, distributing or copying this message is strictly prohibited.

If you have received this message by mistake, please immediately notify us by replying to the message and delete the original message immediately thereafter.

DISTRIBUTION DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HAYS §

Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr., Deceased (the "Estate") owns an undivided one-half (1/2) interest in the land described in Paragraph (a) below. This undivided 1/2 interest is called in this Distribution Deed the "interest owned by the Estate."

The Independent Executor of the Estate is in the process of distributing the assets of the Estate pursuant to the Last Will and Testament of Ben L. Parten, Jr. which was admitted to probate in Cause No. 8855-P in the County Court of Hays County, Texas.

It is the intention of Bill R. Hall, Independent Executor of the Estate ("Grantor") to distribute the interest owned by the Estate to the Grantee named in this Distribution Deed.

NOW, THEREFORE, I, Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr., Deceased, of Travis County, Texas, have GIVEN, GRANTED and CONFIRMED, and by these presents do GIVE, GRANT, and CONFIRM, subject to the exceptions hereinafter made, unto Bill R. Hall, Trustee of the Ben L. Parten, Jr. Trust created under the Will of Ben L. Parten, Jr. (who together with his assigns are called "Grantee") the interest owned by the Estate in the following described property:

- (a) Land. The certain tract of land being 541.003 acres, more or less, located in Hays County, Texas, and more particularly described in Exhibit A ("Land"); together with
- (b) Rights and Appurtenances. The benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any and all right, title and interest in and to adjacent roads, and rights-of-way (the "Rights and Appurtenances"); and together with
- (c) Improvements. Any improvements located on Land (the "Improvements").

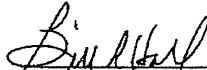
This conveyance is made and accepted, however, subject to the following:

- (a) All restrictive covenants, easements, liens, and interests outstanding in others relating to Land and shown of public record in the office of the County Clerk of Hays County, Texas, but only to the extent they remain in force and in effect.
- (b) All laws, ordinances and regulations relating to Land.
- (c) The liens for all governmental assessments and ad valorem taxes for the year 2003 and all subsequent years; the payment of which are hereby assumed by Grantee.
- (d) Grantor conveys Land and Grantee accepts the same "AS IS."

TO HAVE AND TO HOLD the above-described property, together with all and singular the right, improvements, rents and appurtenances thereunto in anywise belonging, subject to the exceptions hereinabove made, unto the Grantee, and to his assigns forever.

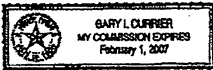
DATED this 11th day of March, 2003.


GRANTOR:


 Bill R. Hall Independent Executor of the
 Estate of Ben L. Parten, Jr., Deceased.

STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 11th day of March, 2003, by Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr., Deceased.




 NOTARY PUBLIC, State of Texas

GRANTEE'S ADDRESS:

308 Pintail
Taylor, Texas 76574

AFTER RECORDING RETURN TO:

Mueller, Vacek & Kiecke, L.L.P.
P.O. Box 1845
Austin, TX 78767

EXHIBIT A



In Re: Total - 541.003 Acres
(Parcel 1 - 476.834 Acres)
(Parcel 2 - 11.686 Acres)
(Parcel 3 - 45.961 Acres)
(Parcel 4 - 6.522 Acres)
Seaborn J. Whatley Survey, A-18
Lamar Moore Survey, A-323
Hays County, Texas

All that certain tract or parcel of land situated in Hays County, Texas and being part of the Seaborn J. Whatley Survey, Abstract No. 18 and the Lamar Moore Survey, Abstract No. 323 and being the residue of a 640.42 acre tract as conveyed from Ben L. Parten, Jr., Trustee to Ben Parten, Jr. et ux by Deed dated December 29, 1977 and being recorded in Volume 304, Page 854 of the Deed Records of said Hays County and being all of a 186.34 acre tract as conveyed from Thomas R. Sawyer to Ben L. Parten, Jr., et ux by Deed dated September 9, 1979 and being recorded in Volume 331, Page 396 of said Deed Records and also all of the following which are a part of the residue of above said 640.42 acre tract: Lots 1 thru 3, Block A, Lots 1, 2, 7 thru 10, Block D, Oakridge Park, Sec. 1, at Kinnicink recorded in Volume 182, Page 4 of said Deed Records; Lots 3A thru 6B, Block D, Lots 1 thru 18, Block E, Lots 1 thru 6, Block F and Lots 2 thru 6, Block G, Oakridge Park, Sec. 2, at Kinnicink and Resubdivision of Oakridge Park, Sec. 1, at Kinnicink recorded in Volume 189, Page 441 of said Deed Records; Lot 4, Block K and Lots 1 thru 3, Block M, Oakridge Park, Sec. 3, at Kinnicink recorded in Volume 192, Page 392 of said Deed Records and Lots 1 thru 4, Oakridge Park, Sec. 4, at Kinnicink recorded in Volume 1, Page 5 of the Plat Records of said Hays County and also the closing of Streets as conveyed from the Commissioner's Court of Hays County, Texas, to Ben L. Parten, Jr., et ux by "Tracts 1 thru 3" (closing of Streets adjacent to property owned by Parten) by Deed dated February 22, 1982 and being recorded in Volume 371, Page 336 of said Deed Records and being more particularly described by metes and bounds as follows, to wit:

BASIS OF BEARINGS: East line of Oakridge Park, Sec. 1, at Kinnicink being a plat bearing of S00°05'00"E.

PARCEL 1 - 476.834 ACRES

BEGINNING at an iron pin found at a fence corner post a common line between said Moore Survey and the James B. Pier Survey, Abstract No. 362 for an interior ell corner of the residue of a Norma Jean S. Cleveland and Thomas R. Sawyer 2039.21 acre tract (491/335) and for a common Northwest corner of said original 186.34 acre tract and of this tract;

THENCE with an occupied common line as fenced between said original 186.34 and 640.42 acre tracts, respectively and the residue of said Cleveland and Sawyer 2039.21 acre tract, the

residue of a Thomas J. Wissemann DBA Wise Enterprises 210.23 acre tract (1041/375), Tract 18 of Whispering Oaks - Phase II and a Wayne Hardin, et ux 10.21 acre tract (300/380), respectively, as follows:

- N89°35'09"E - 2882.77 feet to an iron pin found at a fence corner post on the West line of the residue of said Wissemann 210.23 acre tract for the Northeast corner of said original 186.34 acre tract and for the most westerly Northeast corner of this tract;
- S00°04'19"W - 197.53 feet to a an iron pin set at a 10" fence corner post for the Southwest corner of the residue of said Wissemann 210.23 acre tract, same being the Northwest corner of said original 640.42 acre tract and for an interior ell corner of this tract;
- N89°23'41"E - 1807.17 feet to a 3/4" iron pipe found at a fence corner post for the Northwest corner of said Hardin 10.21 acre tract, same being the most westerly Northeast corner of said original 640.42 acre tract and for the most easterly Northeast corner of this tract;

THENCE S01°04'15"E, with an occupied common line as fenced between said original 640.42 acre tract and said Hardin 10.21 acre tract, at 670.94 feet passing an iron pin set for the Southwest corner of said 10.21 acre tract, same being the Northwest corner of a platted Street (Oakridge Park, Sec. 1), continuing with the West line of said Street and entering said 640.42 acre tract for division for a total distance of 730.94 feet to a point for the Northeast corner of Lot 18, Block E and for an interior ell corner of this tract;

THENCE a common line between the East line of said platted Street and said Lots 18 thru 2, Block E, respectively, as follows:

- S01°05'25"E - 2403.51 feet to an iron pin found for the Southeast corner of said Lot 3, same being the Northeast corner of said Lot 2 and for an exterior ell corner of this tract;
- S00°58'52"E - 650.74 feet to an iron pin set at the intersection with the North line of a platted Street (Oakridge Park, Sec. 2) for the Southeast corner of said Lot and for the most northerly Southeast corner of this tract;

THENCE a common line between the North line of said platted Street and said Lots 2, 3 and 1, Block E, respectively, as follows:

- N21°04'52"W - 167.43 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

With said curve to the right for an arc distance of 110.27 feet, said curve having a delta angle of $13^{\circ}35'00''$, a radius of 465.13 feet and a chord of $N14^{\circ}17'22''W$ - 110.01 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;

$N07^{\circ}29'52''W$ - 167.34 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;

With said curve to the left for an arc distance of 120.38 feet, said curve having a delta angle of $34^{\circ}26'00''$, a radius of 200.30 feet and a chord of $N24^{\circ}42'52''W$ - 118.57 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;

$N41^{\circ}55'52''W$ - 133.87 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;

With said curve to the left for an arc distance of 90.78 feet, said curve having a delta angle of $22^{\circ}48'00''$, a radius of 228.13 feet and a chord of $N53^{\circ}19'52''W$ - 90.18 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;

$N64^{\circ}43'52''W$ - 105.21 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;

With said curve to the left for an arc distance of 163.91 feet, said curve having a delta angle of $30^{\circ}35'04''$, a radius of 307.06 feet and a chord of $N80^{\circ}00'52''W$ - 161.97 feet to a point at the intersection with the East line of a closed Street (Tract 2 - 371/336) for the Southwest corner of said Lot 1 and for an interior ell corner of this tract;

THENCE $S77^{\circ}50'54''W$ - 60.00 feet continuing with the North line of said platted Street, same being the South line of said closed Street to a point for the Southeast corner of said Lot 1, Block F and for an interior ell corner of this tract;

THENCE a common line between the North line of said platted Street and said Lots 1 and 2, Block F respectively, as follows:

With said curve to the left for an arc distance of 125.35 feet, said curve having a delta angle of $28^{\circ}30'26''$, a radius of 251.93 feet and a chord of $S56^{\circ}45'21''W$ - 124.06 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;

$S42^{\circ}30'08''W$ - 73.93 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

With said curve to the right for an arc distance of 130.51 feet, said curve having a delta angle of $38^{\circ}13'59''$, a radius of 195.58 feet and a chord of $S61^{\circ}37'08''W - 128.10$ feet to a point for the point of compound curvature and for an exterior ell corner of this tract;
With a curve to the right for an arc distance of 70.19 feet, said curve having a delta angle of $34^{\circ}06'26''$, a radius of 117.93 feet and a chord of $N82^{\circ}12'52''W - 69.16$ feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
 $N55^{\circ}09'52''W - 83.65$ feet to a point at the intersection with the East line of a closed Street (Tract 2 - 371/336) for the Southwest corner of said Lot 2 and for an exterior ell corner of this tract;

- 3 -

THENCE $S58^{\circ}35'46''W - 60.63$ feet with the South line of said closed Street to an iron pin set on the West line of said platted Street for the Southeast corner of said Lot 4, Block G, same being the Northeast corner of said Lot 3, Block G and for an interior ell corner of this tract;

THENCE $S12^{\circ}40'52''E - 652.92$ feet with a common line between the West line of said platted Street and said Lots 3 and 2, Block G, respectively, to an iron pin found for the Southeast corner of said Lot 2, same being the Northeast corner of Lot 1, Block G and for an exterior ell corner of this tract;

THENCE $S77^{\circ}10'03''W - 222.92$ feet with a common line between said Lots 2 and 1, Block G, respectively, to an iron pin found for the Southwest corner of said Lot 2, same being the Northwest corner of Lot 1 and for an interior ell corner of this tract;

THENCE with a common East line as fenced of Lots 1, Block G and Lots 1, 2 and 3, Block K, (Oakridge Park, Sec. 3), respectively, as follows:

$S13^{\circ}16'52''E - 430.34$ feet to an iron pin found for the Southwest corner of said Lot 2, same being the Northwest corner of said Lot 3 and for an interior ell corner of this tract;

$S03^{\circ}26'51''W - 155.22$ feet to an iron pin set for the Southwest corner of said Lot 3, same being the Northwest corner of said Lot 4, Block K and for an interior ell corner of this tract;

THENCE $S83^{\circ}20'12''E - 215.82$ feet with a common line between said Lots 3 and 4, Block K to an iron pin set on the West line of a platted Street (Oakridge Park, Sec. 3) for the Southeast corner of said Lot 3, same being the Northeast corner of said Lot 4 and for an exterior ell corner of this tract;

- 4 -

THENCE with a common line between the West line of said platted street and said Lot 4, Block K, and said Lots 1 thru 3, Block M as follows:

S00°14'49"W - 126.85 feet to an iron pin set for an exterior all corner of this tract;
S34°44'37"W - 50.16 feet to an iron pin found for the Southeast corner of said Lot 4 and for an interior all corner of this tract;
S52°42'42"E - 280.08 feet to a point for the Southeast corner of said Lot 1, same being the Northeast corner of Lot 2 and for an interior all corner of this tract;
S53°07'41"E - 350.00 feet to an iron pin found for an exterior all corner of this tract;
S33°18'41"E - 35.96 feet to an iron pin set on the North ROW of F. M. Highway No. 1826 for the most southerly Southeast corner of this tract;

THENCE S60°08'17"W - 478.48 feet with the North ROW of F. M. Highway No. 1826 to an iron pin set on the East line of a platted Street for an exterior all corner of this tract;

THENCE N40°32'12"W - 309.43 feet with the East line of said platted Street to an iron pin found at the intersection with the South line of a closed Street (Tract 3 - 371/336) and for an interior all corner of this tract;

THENCE S58°03'42"W - 60.68 feet with the South line of said closed Street to an iron pin set on the West line of said platted Street for an interior all corner of this tract;

THENCE S40°32'12"E - 307.20 feet with the West line of said platted Street to an iron pin set at the intersection with the North ROW of said F. M. Highway No. 1826 for an exterior all corner of this tract;

THENCE with the North ROW of said F. M. Highway No. 1826 as follows:

S70°24'07"W - 504.07 feet to an iron pin set for an exterior all corner of this tract;
S83°52'47"W - 95.31 feet to a point for the point of curvature of a curve to the left and for an interior all corner of this tract;
With said curve to the left for an arc distance of 563.22 feet, said curve having a delta angle of 21°55'00", a radius of 1472.40 feet and a chord of S72°55'17"W - 559.79 feet to a point for the point of tangency of said curve and for an interior all corner of this tract;
S61°56'58"W - 4.20 feet to an iron pin set on the East line of a Green Hills Loop (County Road) for the most easterly Southwest corner of this tract;

THENCE with the East line of said Green Hills Loop as follows:

N10°52'13"W - 209.45 feet to an iron pin set for an exterior
ell corner of this tract;
N07°24'04"W - 235.00 feet to an iron pin set for an interior
ell corner of this tract;
N59°56'13"W - 70.66 feet to an iron pin set in an occupied
fence line prolongation for the Southeast corner of a
Harold Gene Patterson 60.3 acre tract (261/010) and for
an exterior ell corner of this tract;

THENCE N22°56'58"W - 1527.81 feet with the East line and occupied
fence line prolongation of said Patterson 60.3 acre tract an iron
pin found at a fence corner post for the Northeast corner of said
60.3 acre tract and for an interior ell corner of this tract;

THENCE S70°45'08"W - 2093.81 feet with the occupied North fence
line of said Patterson 60.3 acre tract to an iron pin found at a
fence corner post for the Southeast corner of Tract 6, Fieldstone
(Subdivision) (Plat Records - Volume 2, Page 213), same being an
interior ell corner of the residue of said original 640.42 and
for the most westerly Southwest corner of this tract;

THENCE with an occupied common line as fenced between the residue
of said original 640.42 acre and said 186.34 acre tracts,
respectively, and said Tracts 6, 7C, 7B, 7A, 8 and 9, Fieldstone
(Subdivision), respectively, as follows:

N40°01'13"E - 256.98 feet to an iron pin found at a fence
corner post for an interior ell corner of this tract;
N00°33'28"E - 2425.63 feet to an iron pin found at a fence
corner post for an interior ell corner of this tract;
N67°20'04"W - 313.03 feet to an iron pin found at a fence
corner post on a common line between said Moore Survey
and the Fanny A. D. Darden Survey, Abstract No. 664 for
an interior ell corner of said Tract 9, same being the
most westerly Southwest corner said original 186.34
acre tract and for an exterior ell corner of this
tract;

THENCE N00°11'50"W - 1906.25 feet with an occupied common line as
fenced between said original 186.34 acre tract and said Tract 9
and the residue of said Cleveland and Sawyer 2039.21 acre tract,
respectively, to the PLACE OF BEGINNING and containing 476.834
Acres of Land.

PARCEL 2 - 11.686 ACRES

BEGINNING at an iron pin set at the intersection of Two platted
Streets (Oakridge Park, Sec. 2) for a common Southeast corner of
said Lot 1, Block B and of this tract;

THENCE a common line between the North line of said platted Street and said Lots 1 thru 4, Block H, respectively, as follows:

N44°23'52"W - 250.22 feet to a point for an interior ell corner of this tract;
N73°11'52"W - 100.36 feet to a point for the point of curvatura of a curve to the right and for an exterior ell corner of this tract;
With said curve to the right for an arc distance of 46.55 feet, said curve having a delta angle of 62°56'00", a radius of 42.38 feet and a chord of N41°53'52"W - 44.25 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
N10°15'22"W - 129.50 feet to a point for an interior ell corner of this tract;
N22°18'52"W - 188.93 feet to a point for the point of curvatura of a curve to the left and for an interior ell corner of this tract;
With said curve to the left for an arc distance of 184.20 feet, said curve having a delta angle of 26°58'00", a radius of 184.20 feet and a chord of N35°48'54"W - 182.50 feet to a point for the point of compound curvatura and for an interior ell corner of this tract;
With a curve to the left for an arc distance of 180.62 feet, said curve having a delta angle of 56°18'17", a radius of 183.81 feet and a chord of N77°25'52"W - 173.44 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;
S74°25'08"W - 173.49 feet to a point for an exterior ell corner of this tract;
N86°25'52"W - 116.10 feet to a point at the intersection with the East line of a platted Street (Oakridge Park, Sec. 2) for a common Southwest corner of said Lot 4, Block H and of this tract;

THENCE N12°40'52"W - 361.60 feet with a common line between the East line of said platted Street and said Lots 4 and 5, Block H to a point at the intersection with the South line of a platted Street (Oakridge Park, Sec. 2) for a common Northwest corner of said Lot 5, Block H and of this tract;

THENCE with a common line between the South line of said platted Street and said Lots 5 thru 9, Block H, respectively, as follows:

S65°09'52"E - 34.33 feet to a point for the point of curvatura of a curve to the left and for an interior ell corner of this tract;
With said curve to the left for an arc distance of 105.90 feet, said curve having a delta angle of 34°06'00", a radius of 177.93 feet and a chord of S82°12'52"E - 104.34 feet to a point for the point of compound curvatura and for an interior ell corner of this tract;

With a curve to the left for an arc distance of 170.55 feet, said curve having a delta angle of $38^{\circ}13'59''$, a radius of 255.58 feet and a chord of $N61^{\circ}37'08''E$ - 167.40 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;

$N42^{\circ}30'08''E$ - 73.93 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

With said curve to the right for an arc distance of 141.31 feet, said curve having a delta angle of $42^{\circ}11'00''$, a radius of 191.93 feet and a chord of $N63^{\circ}35'38''E$ - 138.14 feet to a point for the point of compound curvature and for an exterior ell corner of this tract;

With a curve to the right for an arc distance of 131.88 feet, said curve having a delta angle of $30^{\circ}35'04''$, a radius of 247.06 feet and a chord of $S80^{\circ}00'52''E$ - 130.32 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;

$S64^{\circ}43'52''E$ - 105.22 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

With said curve to the right for an arc distance of 66.91 feet, said curve having a delta angle of $22^{\circ}48'00''$, a radius of 168.13 feet and a chord of $S53^{\circ}19'52''E$ - 66.46 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;

$S41^{\circ}55'52''E$ - 133.87 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

With said curve to the right for an arc distance of 84.32 feet, said curve having a delta angle of $34^{\circ}26'00''$, a radius of 140.30 feet and a chord of $S24^{\circ}42'52''E$ - 83.05 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;

$S07^{\circ}29'52''E$ - 167.34 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;

With said curve to the left for an arc distance of 124.50 feet, said curve having a delta angle of $13^{\circ}35'00''$, a radius of 525.13 feet and a chord of $S14^{\circ}17'22''E$ - 124.20 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;

$S21^{\circ}04'52''E$ - 331.39 feet to a point at the intersection with the West line of a platted Street (Oakridge Park, Sec. 2) for a common Northeast corner of said Lot 9, Block H and of this tract;

THENCE S00°58'52"E - 331.45 feet with a common line between the West line of said platted Street and said Lots 9 and 1, Block H to the PLACE OF BEGINNING and containing 11.686 Acres of Land.

PARCEL 3 - 43.961 ACRES

BEGINNING at an iron pin found at a fence corner post on the South line of said Tract 14 (Whispering Oaks Subdivision) for the most southerly Northwest corner of said Tract 13 (Whispering Oaks Subdivision) and for the Northeast corner of said Lot 10, Block D (Oakridge Park, Sec. 1) and for the most easterly Northeast corner of this tract;

THENCE S00°05'00"E - 2412.14 feet with an occupied common line as fenced between said Lots 10 thru 7, Block D (Oakridge Park, Sec. 1), Lots 6B thru 4B, Block D (Oakridge Park, Sec. 2), Lots 2 and 1, Block D (Oakridge Park, Sec. 1), respectively, and said Tract 13 (Whispering Oaks Subdivision), a Richard Crum, et ux 107.25 acre tract (1725/749) and Tracts 8 thru 3 (Fox Run Estates), respectively, to an iron pin set at the intersection with the North line of a platted Street (Oakridge Park, Sec. 1), same being a common line between said Moore Survey and said Whatley Survey for a common Southeast corner of said Lot 1 and of this tract;

THENCE S89°24'48"W - 278.69 feet with a common line between the North line of said platted Street and said Lot 1, Block D, same being a common line between said Moore Survey and said Whatley Survey to an iron pin found at the intersection with the East line of a platted Street (Oakridge Park, Sec. 1) for the Southwest corner of said Lot 1 and for the most easterly Southwest corner of this tract;

THENCE with a common line between the West line of said platted Street and said Lots 1 and 2, Block D, respectively, as follows:

N00°04'21"W - 340.60 feet to an iron pin found for the Northwest corner of said lot 1, same being the Southwest corner of said Lot 2 and for an interior all corner of this tract;

N37°56'16"W - 255.83 feet to a 10" fence corner post at the intersection with the East line of a closed Street (Tract 1 - 371/336) for the Southwest corner of said Lot 2 and for an interior all corner of this tract;

THENCE N89°19'21"W - 60.78 feet with the North line of said platted Street, same being the South line of said closed Street to an iron pin found for the Southeast corner of said Lot 3A, Block D and for an interior all corner of this tract;

THENCE with an occupied common line as fenced between the North line of said platted Street and said Lot 3A, Block D as follows:

N87°45'04"W - 125.81 feet to an iron pin found for an exterior all corner of this tract;
S88°22'34"W - 321.95 feet to an iron pin found at the intersection with the East line of a platted Street (Oakridge Park, Sec. 1) for the Southwest corner of said Lot 3A and for the most westerly Southwest corner of this tract;

THENCE N01°03'51"W - 1918.29 feet with a common line and occupied fence line prolongation between the East line of said platted Street and said Lots 3A thru 6A, Block D (Oakridge Park, Sec. 2) and Lots 7 thru 10, Block D (Oakridge Park, Sec. 2) to an iron pin set on a common line between the North line of a closed Street (Tract 1 - 371/336) and said Hardin 10.21 acre tract for the Northwest corner of this tract;

THENCE N88°56'09"E - 789.61 feet with a common line between the North line of said closed Street (Tract 1 - 371/336) and said Hardin 10.21 acre tract and said Tract 14 (Whispering Oaks Subdivision), respectively, to an iron pin set for the most westerly Northeast corner of this tract;

THENCE S01°03'51"E - 60.00 feet with a common line between the East line of said closed Street (Tract 1 - 371/336) and said Tract 14 (Whispering Oaks Subdivision) to a 60d nail found on a 6" fence corner post on the North line of said Tract 10 (Oakridge Park, Sec. 1) for an interior all corner of this tract;

THENCE N88°56'09"E - 186.26 feet with an occupied common line as fenced between said Lot 10 (Oakridge Park, Sec. 1) and said Tract 14 (Whispering Oaks Subdivision) to the PLACE OF BEGINNING and containing 45.961 Acres of Land.

PARCEL 4 - 6.522 ACRES

BEGINNING at an iron pin found at a fence corner post on the North ROW of F. M. Highway No. 1826 for the Southwest corner of said Tract 1 (Fox Run Estates) and for a common Southeast corner of said Lot 1, Block A (Oakridge Estates - Sec. 1) and of this tract;

THENCE S49°08'47"W - 368.27 feet with a common line between the North ROW of said F. M. Highway No. 1826 and said Lot 1, Block A, to a point at the intersection with the East line of a platted Street (Oakridge Park, Sec. 1) for a common Southwest corner of said Lot 1 and of this tract, a reference iron pin found bears N00°04'21"W - 2.00 feet;

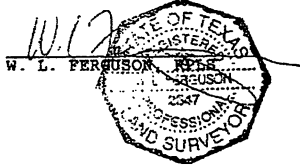
THENCE N00°04'21"W - 1138.04 feet with an occupied common line as fenced between the East line of said platted Street and said Lots 1 thru 3, Block A, respectively, to an iron pin set at the intersection with the South line of a platted Street (Oakridge Park, Sec. 1) for a common Northwest corner said Lot 3 and of this tract;

THENCE N89°24'48"E - 278.70 feet with a common line between said platted Street and Lot 3, Block A to an iron pin set on the West line of Tract 3 (Fox Run Estates) for a common Northeast corner said Lot 3 and of this tract;

THENCE S00°05'00"E - 900.00 feet with an occupied common line as fenced between said Lots 3 thru 1, Block A, respectively, and Tracts 3 thru 1 (Fox Run Estates), respectively, to the PLACE OF BEGINNING and containing 6.522 Acres of Land.

I, W. L. Ferguson, Registered Professional Land Surveyor No. 2347 in the State of Texas, do hereby certify that the above survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this day of December, 2002.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Mar 13, 2003 at 03:41P

Decasent Number: 03007626

Fee: 35.00

Lee Carlisle
County Clerk
By
Lynn Curry, Deputy
Hays County

11/23/14

DISTRIBUTION DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HAYS §

Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased (the "Estate") owns an undivided 1/2 interest in the land described in Paragraph (a) below. The 1/2 interest is called in this Distribution Deed the "interest owned by the Estate."

The Independent Executor of the Estate is in the process of distributing the assets of the Estate pursuant to the Last Will and Testament of Martha J. Parten which was admitted to probate in Cause No. 8808-P in the County Court of Hays County, Texas.

It is the intention of Bill R. Hall, Independent Executor of the Estate ("Grantor") to distribute the interest owned by the Estate to the Grantee named in this Distribution Deed.

NOW, THEREFORE, I, Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased, of Travis County, Texas, have GIVEN, GRANTED and CONFIRMED, and by these presents do GIVE, GRANT, and CONFIRM, subject to the exceptions hereinafter made, unto Bill R. Hall, Trustee of the Martha J. Parten Trust created under the Will of Martha J. Parten (who together with his assigns are called "Grantee") the interest owned by the Estate in the following described property:

- (a) Land. The certain tract of land being 541.003 acres, more or less, located in Hays County, Texas, and more particularly described in Exhibit A ("Land"); together with
- (b) Rights and Appurtenances. The benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any and all right, title and interest in and to adjacent roads, and rights-of-way (the "Rights and Appurtenances"); and together with
- (c) Improvements. Any improvements located on Land (the "Improvements").

This conveyance is made and accepted, however, subject to the following:

- (a) All restrictive covenants, easements, liens, and interests outstanding in others relating to Land and shown of public record in the office of the County Clerk

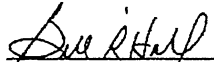
of Hays County, Texas, but only to the extent they remain in force and in effect.

- (b) All laws, ordinances and regulations relating to Land.
- (c) The liens for all governmental assessments and ad valorem taxes for the year 2003 and all subsequent years; the payment of which are hereby assumed by Grantee.
- (d) Grantor conveys Land and Grantee accepts the same "AS IS."

TO HAVE AND TO HOLD the above-described property, together with all and singular the right, improvements, rents and appurtenances thereunto in anywise belonging, subject to the exceptions hereinabove made, unto the Grantee, and to his assigns forever.

DATED this 1st day of March, 2003.

GRANTOR:

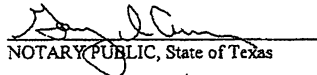

 Bill R. Hall Independent Executor of the
 Estate of Martha J. Parten, Deceased.

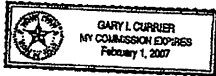
STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 1st day of March, 2003, by Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased.


 NOTARY PUBLIC, State of Texas



GRANTEE'S ADDRESS:
TO:

308 Pintail
Taylor, Texas 76574

AFTER RECORDING RETURN

Mueller, Vacek & Kiecke, L.L.P.
P.O. Box 1845
Austin, TX 78767



In Re: Total - 541.003 Acres
 (Parcel 1 - 476.834 Acres)
 (Parcel 2 - 11.686 Acres)
 (Parcel 3 - 45.961 Acres)
 (Parcel 4 - 6.522 Acres)
 Seaborn J. Whatley Survey, A-18
 Lamar Moore Survey, A-323
 Hays County, Texas

All that certain tract or parcel of land situated in Hays County, Texas and being part of the Seaborn J. Whatley Survey, Abstract No. 18 and the Lamar Moore Survey, Abstract No. 323 and being the residue of a 640.42 acre tract as conveyed from Ben L. Parten, Jr., Trustee to Ben Parten, Jr. et ux by Deed dated December 29, 1977 and being recorded in Volume 304, Page 854 of the Deed Records of said Hays County and being all of a 186.34 acre tract as conveyed from Thomas R. Sawyer to Ben L. Parten, Jr., et ux by Deed dated September 9, 1979 and being recorded in Volume 331, Page 396 of said Deed Records and also all of the following which are a part of the residue of above said 640.42 acre tract: Lots 1 thru 3, Block A, Lots 1, 2, 7 thru 10, Block D, Oakridge Park, Sec. 1, at Kinnicinik recorded in Volume 182, Page 4 of said Deed Records; Lots 3A thru 6B, Block D, Lots 1 thru 18, Block E, Lots 1 thru 6, Block F and Lots 2 thru 6, Block G, Oakridge Park, Sec. 2, at Kinnicinik and Resubdivision of Oakridge Park, Sec. 1, at Kinnicinik recorded in Volume 189, Page 441 of said Deed Records; Lot 4, Block K and Lots 1 thru 3, Block M, Oakridge Park, Sec. 3, at Kinnicinik recorded in Volume 192, Page 392 of said Deed Records and Lots 1 thru 4, Oakridge Park, Sec. 4, at Kinnicinik recorded in Volume 1, Page 5 of the Plat Records of said Hays County and also the closing of Streets as conveyed from the Commissioner's Court of Hays County, Texas, to Ben L. Parten, Jr., et ux by "Tracts 1 thru 3" (closing of Streets adjacent to property owned by Parten) by Deed dated February 22, 1982 and being recorded in Volume 371, Page 336 of said Deed Records and being more particularly described by metes and bounds as follows, to wit:

BASIS OF BEARINGS: East line of Oakridge Park, Sec. 1, at Kinnicinik being a plat bearing of S00°05'00"E.

PARCEL 1 - 476.834 ACRES

BEGINNING at an iron pin found at a fence corner post a common line between said Moore Survey and the James B. Pier Survey, Abstract No. 362 for an interior ell corner of the residue of a Norma Jean S. Cleveland and Thomas R. Sawyer 2039.21 acre tract (491/335) and for a common Northwest corner of said original 186.34 acre tract and of this tract;

THENCE with an occupied common line as fenced between said original 186.34 and 640.42 acre tracts, respectively and the residue of said Cleveland and Sawyer 2039.21 acre tract, the

residue of a Thomas J. Wissemann DBA Wise Enterprises 210.23 acre tract (1041/376), Tract 18 of Whispering Oaks - Phase II and a Wayne Hardin, et ux 10.21 acre tract (300/380), respectively, as follows:

N89°35'09"E - 2882.77 feet to an iron pin found at a fence corner post on the West line of the residue of said Wissemann 210.23 acre tract for the Northeast corner of said original 186.34 acre tract and for the most westerly Northeast corner of this tract;
S00°04'19"W - 197.53 feet to an iron pin set at a 10" fence corner post for the Southwest corner of the residue of said Wissemann 210.23 acre tract, same being the Northwest corner of said original 640.42 acre tract and for an interior ell corner of this tract;
N89°23'41"E - 1807.17 feet to a 3/4" iron pipe found at a fence corner post for the Northwest corner of said Hardin 10.21 acre tract, same being the most westerly Northeast corner of said original 640.42 acre tract and for the most easterly Northeast corner of this tract;

THENCE S01°04'15"E, with an occupied common line as fenced between said original 640.42 acre tract and said Hardin 10.21 acre tract, at 670.94 feet passing an iron pin set for the Southwest corner of said 10.21 acre tract, same being the Northwest corner of a platted Street (Oakridge Park, Sec. 1), continuing with the West line of said Street and entering said 640.42 acre tract for division for a total distance of 730.94 feet to a point for the Northeast corner of Lot 18, Block E and for an interior ell corner of this tract;

THENCE a common line between the East line of said platted Street and said Lots 18 thru 2, Block E, respectively, as follows:

S01°05'25"E - 2403.51 feet to an iron pin found for the Southeast corner of said Lot 3, same being the Northeast corner of said Lot 2 and for an exterior ell corner of this tract;
S00°58'52"E - 650.74 feet to an iron pin set at the intersection with the North line of a platted Street (Oakridge Park, Sec. 2) for the Southeast corner of said Lot and for the most northerly Southeast corner of this tract;

THENCE a common line between the North line of said platted Street and said Lots 2, 3 and 1, Block E, respectively, as follows:

N21°04'52"W - 167.43 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

With said curve to the right for an arc distance of 110.27 feet, said curve having a delta angle of $13^{\circ}35'00''$, a radius of 465.13 feet and a chord of $N14^{\circ}17'22''W$ - 110.01 feet to a point for the point of tangency of said curve and for an exterior all corner of this tract;

$N07^{\circ}29'52''W$ - 167.34 feet to a point for the point of curvature of a curve to the left and for an interior all corner of this tract;

With said curve to the left for an arc distance of 120.38 feet, said curve having a delta angle of $34^{\circ}26'00''$, a radius of 200.30 feet and a chord of $N24^{\circ}42'52''W$ - 118.57 feet to a point for the point of tangency of said curve and for an interior all corner of this tract;

$N41^{\circ}55'52''W$ - 133.87 feet to a point for the point of curvature of a curve to the left and for an interior all corner of this tract;

With said curve to the left for an arc distance of 90.78 feet, said curve having a delta angle of $22^{\circ}48'00''$, a radius of 228.13 feet and a chord of $N53^{\circ}19'52''W$ - 90.18 feet to a point for the point of tangency of said curve and for an interior all corner of this tract;

$N64^{\circ}43'52''W$ - 105.21 feet to a point for the point of curvature of a curve to the left and for an interior all corner of this tract;

With said curve to the left for an arc distance of 163.91 feet, said curve having a delta angle of $30^{\circ}35'04''$, a radius of 307.06 feet and a chord of $N80^{\circ}00'52''W$ - 161.97 feet to a point at the intersection with the East line of a closed Street (Tract 2 - 371/336) for the Southwest corner of said Lot 1 and for an interior all corner of this tract;

THENCE $S77^{\circ}50'54''W$ - 60.00 feet continuing with the North line of said platted Street, same being the South line of said closed Street to a point for the Southeast corner of said Lot 1, Block F and for an interior all corner of this tract;

THENCE a common line between the North line of said platted Street and said Lots 1 and 2, Block F respectively, as follows:

With said curve to the left for an arc distance of 125.35 feet, said curve having a delta angle of $28^{\circ}30'26''$, a radius of 251.93 feet and a chord of $S56^{\circ}45'21''W$ - 124.06 feet to a point for the point of tangency of said curve and for an exterior all corner of this tract;

$S42^{\circ}30'08''W$ - 73.93 feet to a point for the point of curvature of a curve to the right and for an exterior all corner of this tract;

With said curve to the right for an arc distance of 130.51 feet, said curve having a delta angle of $38^{\circ}13'59''$, a radius of 195.58 feet and a chord of $S61^{\circ}37'08''W$ - 128.10 feet to a point for the point of compound curvature and for an exterior ell corner of this tract;
With a curve to the right for an arc distance of 70.19 feet, said curve having a delta angle of $34^{\circ}06'26''$, a radius of 117.93 feet and a chord of $N82^{\circ}12'52''W$ - 69.16 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
 $N65^{\circ}09'52''W$ - 83.65 feet to a point at the intersection with the East line of a closed Street (Tract 2 - 371/336) for the Southwest corner of said Lot 2 and for an exterior ell corner of this tract;

- 3 -

THENCE $S58^{\circ}35'46''W$ - 60.63 feet with the South line of said closed Street to an iron pin set on the West line of said platted Street for the Southeast corner of said Lot 4, Block G, same being the Northeast corner of said Lot 3, Block G and for an interior ell corner of this tract;

THENCE $S12^{\circ}40'52''E$ - 652.92 feet with a common line between the West line of said platted Street and said Lots 3 and 2, Block G, respectively, to an iron pin found for the Southeast corner of said Lot 2, same being the Northeast corner of Lot 1, Block G and for an exterior ell corner of this tract;

THENCE $S77^{\circ}10'03''W$ - 222.92 feet with a common line between said Lots 2 and 1, Block G, respectively, to an iron pin found for the Southwest corner of said Lot 2, same being the Northwest corner of Lot 1 and for an interior ell corner of this tract;

THENCE with a common East line as fenced of Lots 1, Block G and Lots 1, 2 and 3, Block K, (Oakridge Park, Sec. 3), respectively, as follows:

$S13^{\circ}16'52''E$ - 430.34 feet to an iron pin found for the Southwest corner of said Lot 2, same being the Northwest corner of said Lot 3 and for an interior ell corner of this tract;

$S03^{\circ}26'51''W$ - 155.22 feet to an iron pin set for the Southwest corner of said Lot 3, same being the Northwest corner of said Lot 4, Block K and for an interior ell corner of this tract;

THENCE $S83^{\circ}20'12''E$ - 215.82 feet with a common line between said Lots 3 and 4, Block K to an iron pin set on the West line of a platted Street (Oakridge Park, Sec. 3) for the Southeast corner of said Lot 3, same being the Northeast corner of said Lot 4 and for an exterior ell corner of this tract;

- 4 -

THENCE with a common line between the West line of said platted street and said Lot 4, Block K, and said Lots 1 thru 3, Block M as follows:

S00°14'49"W - 126.35 feet to an iron pin set for an exterior ell corner of this tract;
S34°44'37"W - 50.15 feet to an iron pin found for the Southeast corner of said Lot 4 and for an interior ell corner of this tract;
S52°42'42"E - 280.08 feet to a point for the Southeast corner of said Lot 1, same being the Northeast corner of Lot 2 and for an interior ell corner of this tract;
S53°07'41"E - 350.00 feet to an iron pin found for an exterior ell corner of this tract;
S33°18'41"E - 35.96 feet to an iron pin set on the North ROW of F. M. Highway No. 1826 for the most southerly Southeast corner of this tract;

THENCE S60°08'17"W - 478.48 feet with the North ROW of F. M. Highway No. 1826 to an iron pin set on the East line of a platted Street for an exterior ell corner of this tract;

THENCE N40°32'12"W - 309.43 feet with the East line of said platted Street to an iron pin found at the intersection with the South line of a closed Street (Tract 3 - 371/336) and for an interior ell corner of this tract;

THENCE S58°03'42"W - 50.68 feet with the South line of said closed Street to an iron pin set on the West line of said platted Street for an interior ell corner of this tract;

THENCE S40°32'12"E - 307.20 feet with the West line of said platted Street to an iron pin set at the intersection with the North ROW of said F. M. Highway No. 1826 for an exterior ell corner of this tract;

THENCE with the North ROW of said F. M. Highway No. 1826 as follows:

S70°24'07"W - 504.07 feet to an iron pin set for an exterior ell corner of this tract;
S83°52'47"W - 95.31 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;
With said curve to the left for an arc distance of 563.22 feet, said curve having a delta angle of 21°55'00", a radius of 1472.40 feet and a chord of S72°55'17"W - 559.79 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;
S61°56'58"W - 4.20 feet to an iron pin set on the East line of a Green Hills Loop (County Road) for the most easterly Southwest corner of this tract;

THENCE with the East line of said Green Hills Loop as follows:

N10°52'13"W - 209.45 feet to an iron pin set for an exterior
ell corner of this tract;
N07°24'04"W - 235.00 feet to an iron pin set for an interior
ell corner of this tract;
N59°56'13"W - 70.66 feet to an iron pin set in an occupied
fence line prolongation for the Southeast corner of a
Harold Gene Patterson 60.3 acre tract (261/010) and for
an exterior ell corner of this tract;

THENCE N22°56'58"W - 1527.81 feet with the East line and occupied
fence line prolongation of said Patterson 60.3 acre tract an iron
pin found at a fence corner post for the Northeast corner of said
60.3 acre tract and for an interior ell corner of this tract;

THENCE S70°45'08"W - 2093.81 feet with the occupied North fence
line of said Patterson 60.3 acre tract to an iron pin found at a
fence corner post for the Southeast corner of Tract 6, Fieldstone
(Subdivision) (Plat Records - Volume 2, Page 213), same being an
interior ell corner of the residue of said original 640.42 and
for the most westerly Southwest corner of this tract;

THENCE with an occupied common line as fenced between the residue
of said original 640.42 acre and said 186.34 acre tracts,
respectively, and said Tracts 6, 7C, 7B, 7A, 8 and 9, Fieldstone
(Subdivision), respectively, as follows:

N40°01'13"E - 256.98 feet to an iron pin found at a fence
corner post for an interior ell corner of this tract;
N00°33'28"E - 2425.63 feet to an iron pin found at a fence
corner post for an interior ell corner of this tract;
N67°20'04"W - 313.03 feet to an iron pin found at a fence
corner post on a common line between said Moore Survey
and the Fanny A. D. Darden Survey, Abstract No. 664 for
an interior ell corner of said Tract 9, same being the
most westerly Southwest corner said original 186.34
acre tract and for an exterior ell corner of this
tract;

THENCE N00°11'50"W - 1906.25 feet with an occupied common line as
fenced between said original 186.34 acre tract and said Tract 9
and the residue of said Cleveland and Sawyer 2039.21 acre tract,
respectively, to the PLACE OF BEGINNING and containing 476.834
Acres of Land.

PARCEL 2 - 11.686 ACRES

BEGINNING at an iron pin set at the intersection of Two platted
Streets (Oakridge Park, Sec. 2) for a common Southeast corner of
said Lot 1, Block H and of this tract;

THENCE a common line between the North line of said platted Street and said Lots 1 thru 4, Block H, respectively, as follows:

N44°23'52"W - 250.22 feet to a point for an interior ell corner of this tract;
N73°11'52"W - 100.36 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;
With said curve to the right for an arc distance of 46.55 feet, said curve having a delta angle of 62°56'00", a radius of 42.38 feet and a chord of N41°53'52"W - 44.25 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
N10°15'22"W - 129.50 feet to a point for an interior ell corner of this tract;
N22°18'52"W - 188.93 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;
With said curve to the left for an arc distance of 184.20 feet, said curve having a delta angle of 26°58'00", a radius of 184.20 feet and a chord of N35°48'54"W - 182.50 feet to a point for the point of compound curvature and for an interior ell corner of this tract;
With a curve to the left for an arc distance of 180.62 feet, said curve having a delta angle of 56°18'17", a radius of 183.81 feet and a chord of N77°25'52"W - 173.44 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;
S74°25'08"W - 173.49 feet to a point for an exterior ell corner of this tract;
N86°25'52"W - 116.10 feet to a point at the intersection with the East line of a platted Street (Oakridge Park, Sec. 2) for a common Southwest corner of said Lot 4, Block H and of this tract;

THENCE N12°40'52"W - 361.60 feet with a common line between the East line of said platted Street and said Lots 4 and 5, Block H to a point at the intersection with the South line of a platted Street (Oakridge Park, Sec. 2) for a common Northwest corner of said Lot 5, Block H and of this tract;

THENCE with a common line between the South line of said platted Street and said Lots 5 thru 9, Block H, respectively, as follows:

S65°09'52"E - 34.33 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;
With said curve to the left for an arc distance of 105.90 feet, said curve having a delta angle of 34°06'00", a radius of 177.93 feet and a chord of S82°12'52"E - 104.34 feet to a point for the point of compound curvature and for an interior ell corner of this tract;

With a curve to the left for an arc distance of 170.55 feet, said curve having a delta angle of $38^{\circ}13'59''$, a radius of 255.58 feet and a chord of $N61^{\circ}37'08''E$ - 167.40 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;
N42°30'08"E - 73.93 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;
With said curve to the right for an arc distance of 141.31 feet, said curve having a delta angle of $42^{\circ}11'00''$, a radius of 191.93 feet and a chord of $N63^{\circ}35'38''E$ - 138.14 feet to a point for the point of compound curvature and for an exterior ell corner of this tract;
With a curve to the right for an arc distance of 131.88 feet, said curve having a delta angle of $30^{\circ}35'04''$, a radius of 247.06 feet and a chord of $S80^{\circ}00'52''E$ - 130.32 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
S64°43'52"E - 105.22 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;
With said curve to the right for an arc distance of 66.91 feet, said curve having a delta angle of $22^{\circ}48'00''$, a radius of 168.13 feet and a chord of $S53^{\circ}19'52''E$ - 66.46 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
S41°55'52"E - 133.87 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;
With said curve to the right for an arc distance of 84.32 feet, said curve having a delta angle of $34^{\circ}26'00''$, a radius of 140.30 feet and a chord of $S24^{\circ}42'52''E$ - 83.05 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
S07°29'52"E - 167.34 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;
With said curve to the left for an arc distance of 124.50 feet, said curve having a delta angle of $13^{\circ}35'00''$, a radius of 525.13 feet and a chord of $S14^{\circ}17'22''E$ - 124.20 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;
S21°04'52"E - 331.39 feet to a point at the intersection with the West line of a platted Street (Oakridge Park, Sec. 2) for a common Northeast corner of said Lot 9, Block H and of this tract;

THENCE S00°58'52"E - 331.45 feet with a common line between the West line of said platted Street and said Lots 9 and 1, Block H to the PLACE OF BEGINNING and containing 11.686 Acres of Land.

PARCEL 3 - 45.951 ACRES

BEGINNING at an iron pin found at a fence corner post on the South line of said Tract 14 (Whispering Oaks Subdivision) for the most southerly Northwest corner of said Tract 13 (Whispering Oaks Subdivision) and for the Northeast corner of said Lot 10, Block D (Oakridge Park, Sec. 1) and for the most easterly Northeast corner of this tract;

THENCE S00°05'00"E - 2412.14 feet with an occupied common line as fenced between said Lots 10 thru 7, Block D (Oakridge Park, Sec. 1), Lots 6B thru 4B, Block D (Oakridge Park, Sec. 2), Lots 2 and 1, Block D (Oakridge Park, Sec. 1), respectively, and said Tract 13 (Whispering Oaks Subdivision), a Richard Crum, et ux 107.25 acre tract (1725/749) and Tracts 3 thru 3 (Fox Run Estates), respectively, to an iron pin set at the intersection with the North line of a platted Street (Oakridge Park, Sec. 1), same being a common line between said Moore Survey and said Whatley Survey for a common Southeast corner of said Lot 1 and of this tract;

THENCE S89°24'48"W - 278.69 feet with a common line between the North line of said platted Street and said Lot 1, Block D, same being a common line between said Moore Survey and said Whatley Survey to an iron pin found at the intersection with the East line of a platted Street (Oakridge Park, Sec. 1) for the Southwest corner of said Lot 1 and for the most easterly Southwest corner of this tract;

THENCE with a common line between the West line of said platted Street and said Lots 1 and 2, Block D, respectively, as follows:

- N00°04'21"W - 340.60 feet to an iron pin found for the Northwest corner of said lot 1, same being the Southwest corner of said Lot 2 and for an interior all corner of this tract;
- N37°56'16"W - 255.83 feet to a 10" fence corner post at the intersection with the East line of a closed Street (Tract 1 - 371/336) for the Southwest corner of said Lot 2 and for an interior all corner of this tract;

THENCE N89°19'21"W - 60.78 feet with the North line of said platted Street, same being the South line of said closed Street to an iron pin found for the Southeast corner of said Lot 3A, Block D and for an interior all corner of this tract;

THENCE with an occupied common line as fenced between the North line of said platted Street and said Lot 3A, Block D as follows:

N87°45'04"W - 125.81 feet to an iron pin found for an exterior all corner of this tract;
S88°22'34"W - 321.95 feet to an iron pin found at the intersection with the East line of a platted Street (Oakridge Park, Sec. 1) for the Southwest corner of said Lot 3A and for the most westerly Southwest corner of this tract;

THENCE N01°03'51"W - 1918.29 feet with a common line and occupied fence line prolongation between the East line of said platted Street and said Lots 3A thru 6A, Block D (Oakridge Park, Sec. 2) and Lots 7 thru 10, Block D (Oakridge Park, Sec. 2) to an iron pin set on a common line between the North line of a closed Street (Tract 1 - 371/336) and said Hardin 10.21 acre tract for the Northwest corner of this tract;

THENCE N88°56'09"E - 789.61 feet with a common line between the North line of said closed Street (Tract 1 - 371/336) and said Hardin 10.21 acre tract and said Tract 14 (Whispering Oaks Subdivision), respectively, to an iron pin set for the most westerly Northeast corner of this tract;

THENCE S01°03'51"E - 60.00 feet with a common line between the East line of said closed Street (Tract 1 - 371/336) and said Tract 14 (Whispering Oaks Subdivision) to a 60d nail found on a 6" fence corner post on the North line of said Tract 10 (Oakridge Park, Sec. 1) for an interior all corner of this tract;

THENCE N88°56'09"E - 186.25 feet with an occupied common line as fenced between said Lot 10 (Oakridge Park, Sec. 1) and said Tract 14 (Whispering Oaks Subdivision) to the PLACE OF BEGINNING and containing 45.961 Acres of Land.

PARCEL 4 - 6.522 ACRES

BEGINNING at an iron pin found at a fence corner post on the North ROW of F. M. Highway No. 1826 for the Southwest corner of said Tract 1 (Fox Run Estates) and for a common Southeast corner of said Lot 1, Block A (Oakridge Estates - Sec. 1) and of this tract;

THENCE S49°08'47"W - 368.27 feet with a common line between the North ROW of said F. M. Highway No. 1826 and said Lot 1, Block A, to a point at the intersection with the East line of a platted Street (Oakridge Park, Sec. 1) for a common Southwest corner of said Lot 1 and of this tract, a reference iron pin found bears N00°04'21"W - 2.00 feet;

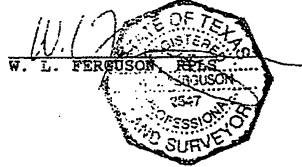
THENCE N00°04'21"W - 1138.04 feet with an occupied common line as fenced between the East line of said platted Street and said Lots 1 thru 3, Block A, respectively, to an iron pin set at the intersection with the South line of a platted Street (Oakridge Park, Sec. 1) for a common Northwest corner said Lot 3 and of this tract;

THENCE N89°24'48"E - 278.70 feet with a common line between said platted Street and Lot 3, Block A to an iron pin set on the West line of Tract 3 (Fox Run Estates) for a common Northeast corner said Lot 3 and of this tract;

THENCE S00°05'00"E - 900.00 feet with an occupied common line as fenced between said Lots 3 thru 1, Block A, respectively, and Tracts 3 thru 1 (Fox Run Estates), respectively, to the PLACE OF BEGINNING and containing 6.522 Acres of Land.

I, W. L. Ferguson, Registered Professional Land Surveyor No. 2547 in the State of Texas, do hereby certify that the above survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this day of December, 2002.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Mar 13, 2003 at 03:41P
Decusent Number: 03007625
Amount 35.00
Lee Carlisle
County Clerk
By
Lynn Curry, Deputy
Hays County

THE STATE OF TEXAS,
County of Robertson

Know All Men By These Presents:

113715

That, I, G. H. Ingram,

of the County of Robertson, State of Texas, for and in consideration of the sum of

----- TEN AND NO/100 (\$10.00) ----- DOLLARS,
and other good, valuable, sufficient and adequate consideration -----

to me cash in hand paid by Ben L. Parten, Jr., Trustee, the receipt of which is hereby acknowledged and confessed, no lien, either expressed or implied being retained herein -----

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

Ben L. Parten, Jr., Trustee,

of the County of Robertson, State of Texas, all that certain tract or parcel of land lying and being situated in Hays County, Texas, being the residus of a 640.42 acres tract out of the Fanny A. D. Darden Survey, Lamar Moore Survey and the S. J. Whatley League, therein; and being the same lands and premises described and conveyed in deed from Thomas T. Smith, Trustee, to G. H. Ingram dated December 6, 1966, recorded in Volume 215, page 13, et seq of the Deed Records of Hays County, Texas, to which instrument and record reference is made for all pertinent purposes.

W. 304 625

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said

Ben L. Parten, Jr., Trustee, and his,

heirs and assigns forever; and I do hereby bind myself and my

heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said

Ben L. Parten, Jr., Trustee, and his,

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness my hand

this 8th day of

MAY

, A.D. 19 68.

Witnesses at Request of Grantor:

G. H. Ingram
(G. H. Ingram)

NO. 304 of 626
THE STATE OF TEXAS

COUNTY OF Robertson

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared G. H. Ingram,

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of May, A.D. 1968.

(L.S.)

Mary Robertson

Notary Public Robertson County, Texas

My Commission Expires June 19



THE STATE OF TEXAS
COUNTY OF HAYS

LYNN B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the public and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 21st day of September A.D. 1968 at 11:56 o'clock A.M., and duly indexed on the 21st day of September A.D. 1968 at 4:10 o'clock A.M. in the 626-926 Records of said County in Book Number 844 Page 626-926. In witness whereof I have hereunto set my hand and seal of the County Court of HAYS COUNTY, TEXAS, the date last above written.

LYNN B. CLAYTON, Clerk of the County Court within and for the County

304/854

THE STATE OF TEXAS,
County of Hays

Know All Men By These Presents:

113076

That I, Ben L. Parton, Jr., Trustee,

of the County of Robertson, State of Texas, for and in consideration of

the sum of
-- \$25 AND NO/100 (\$10.00) --
and other good, valuable, sufficient and adequate consideration, DOLLARS,

to no cash in hand paid by Ben L. Parton, Jr. and wife Martha J. Parton,
the receipt and sufficiency of all of which is hereby acknowledged and confessed,
no lien either expressed or implied being retained herein, and the further consideration
of the disclosure of record of the beneficiaries of this trust, - - -

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
Ben L. Parton, Jr. and wife Martha J. Parton

of the County of Robertson, State of Texas, all that certain
tract or parcel of land lying and being situated in Hays County, Texas, being the res-
idue of a 640.42 acre tract of land out of the Fanny A. D. Darden Survey, Lemar Moore
Survey, and the S. W. Whitley League therein; and being the same lands and premises
described and conveyed in deed from Thomas T. Smith, Trustee, to G. M. Ingram, dated
December 6, 1966, recorded in Vol. 215, page 13 et seq of the Deed records of Hays
County, Texas, to which instrument and record REFERENCE is made for all pertinent
purposes.

304 855

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said

--- Ben L. Parton, Jr. and wife Martha J. Parton, and their ---

heirs and assigns forever; and I do hereby bind myself and my successors

heirs, executors and administrators, to Warrant and For ever Defend all and singular the said premises unto the said

--- Ben L. Parton, Jr. and wife Martha J. Parton, and their ---

heirs and assigns, against every person whatsoever lawfully claiming, or to claim the same, or any part thereof.

Witness my hand and seal

this 29th day of

December, A.D. 1977

Witnesses at Request of Grantor:

Ben L. Parton, Jr.
(Ben L. Parton, Jr., Grantor)

vol. 304 - 856

THE STATE OF TEXAS,

COUNTY OF Robertson

BEFORE ME, the undersigned authority,

Don L. Burton, Jr. Trustee

do and for said County, Texas, on this day personally appeared

_____ is _____ subscribed to the foregoing instrument, and acknowledged to me that _____ accepted the same for the purposes and consideration therein expressed, and in the capacity therein _____

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A.D. 19__

Mary Pittaway
Notary Public, Robertson County, Texas

My Commission Expires June _____ 19__

THE STATE OF TEXAS
COUNTY OF HAYS
L. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the _____ day of _____ A.D. 19__ at _____ o'clock _____ M., and duly recorded of the _____ day of _____ A.D. 19__ at _____ o'clock _____ M. in the _____ book of this County in Book Number _____ Page _____ Volume _____ Instrument.
WITNESSE MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.
L. Clayton, Clerk of the County Court within and for the County

1215 205

AFFIDAVIT AND
TRANSFER OF INTEREST

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

WHEREAS, BEN L. PARTEN, JR. and wife, MARTHA J. PARTEN, are the owners of
two tracts of land more fully described as follows:

Approximately 345 acres of land, being all that certain tract or
parcel of land lying and being situated in Hays County, Texas, being
the residua of a 640.42 acre tract of land out of the Fanny A. D.
Darden Survey, Lamar Moore Survey, and the S. J. Whatley League
therein; and being the same property described and conveyed in deed
from Thomas T. Smith, Trustee, to G. H. Ingram, dated December 6,
1966, recorded in Vol. 219, page 13 et seq. of the Deed Records of
Hays County, Texas; and being the same property described and
conveyed in deed from G. H. Ingram to Ben L. Parten, Jr., Trustee,
recorded in Volume 304, page 624 et seq. of the Deed Records of Hays
County, Texas; and being the same property described and conveyed in
deed from Ben L. Parten, Jr., Trustee, to Ben L. Parten, Jr. and
wife, Martha J. Parten, recorded in Volume 304, page 854 et seq. of
the Deed Records of Hays County, Texas.

A 186.34 acre tract of land located in Hays County, Texas, out of
the Lamar Moore Survey and the S. J. Whatley League, being the same
property described and conveyed in deed from Thomas R. Sawyer to Ben
L. Parten, Jr. and wife, Martha J. Parten, and Mary Wiley Parten,
dated September 9, 1979, recorded in Vol. 331, page 398 et seq. of
the Deed Records of Hays County, Texas.

and,

WHEREAS, it is the desire of BEN L. PARTEN, JR. and wife, MARTHA J. PARTEN,
to equalize their ownership interest in all property set forth above to the
extent it is not currently equal;

IT IS, THEREFORE, AGREED AS FOLLOWS:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and
other good and valuable consideration, if BEN L. PARTEN, JR.'s ownership in the

OFFICIAL PUBLIC RECORDS
Hays County, Texas

1215 206

above described real property exceeds the ownership of MARTHA J. PARTEN, BEN L. PARTEN, JR. does hereby GRANT, SELL and CONVEY to MARTHA J. PARTEN an undivided interest in each of the above described tracts equal to the ownership interest required to equalize the ownership of BEN L. PARTEN, JR. and MARTHA J. PARTEN.

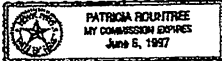
For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, if MARTHA J. PARTEN's ownership in the above described real property exceeds the ownership of BEN L. PARTEN, JR., MARTHA J. PARTEN does hereby GRANT, SELL and CONVEY to BEN L. PARTEN, JR. an undivided interest in each of the above described tracts equal to the ownership interest required to equalize the ownership of MARTHA J. PARTEN and BEN L. PARTEN, JR.

DATED this 20th day of February, 1996.

Ben L. Parten, Jr.
BEN L. PARTEN, JR.
Martha J. Parten
MARTHA J. PARTEN

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of February, 1996, by BEN L. PARTEN, JR. and MARTHA J. PARTEN.



Patricia Rountree
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mr. & Mrs. Ben L. Parten, Jr.
Route 63, Box 16,000 R.R. 1826
Austin, TX 78737

PREPARED IN THE LAW OFFICES OF:

Mueller & Vacek, L.L.P.
P. O. Box 1845
Austin, TX 78767

1995 207

Doc# 396904
Pages: 2
Date : 03-25-1996
Time : 04:18:04 P.M.
Filed & Recorded in
Official Records
of Hays County, TX.
MARGIE T VILLALPANDO
COUNTY CLERK
Rec. \$ 11.00

STATE OF TEXAS
CLERK OF HAYS
COUNTY, TEXAS
The Seal of the County Clerk of Hays County, Texas, is hereby certified to be correct and true.

MAR 25 1996



Margie T Villalpando
COUNTY CLERK
HAYS COUNTY, TEXAS

Exhibit E

Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) is made and entered into as of the ____ day of _____, _____, between _____, a _____ (“Assignor”), and _____, a _____ (“Assignee”) (Assignor and Assignee are hereinafter sometimes collectively referred to as the “Parties” and singularly as a “Party”).

RECITALS:

A. Assignor is the owner of the rights of the Owner under that certain “Agreement Concerning Creation and Operation of Springhollow Municipal Utility District” ((the “Agreement”) dated effective as of _____, among Bill R. Hall, Trustee of the Martha J. Parten Trust created under the Will of Martha J. Parten, probated in Hays County, Texas, and as Trustee of the Ben L. Parten, Jr. Trust created under the Will of Ben L. Parten, Jr. probated in Hays County, Texas, collectively and individually as Owner; the City of Dripping Springs, Texas, as the City, and Springhollow Municipal Utility District, as the District, relating to the creation and operation of the District, to the extent that the Agreement covers, affects, and relates to the lands described on Exhibit A attached to and made a part hereof of this Assignment for all purposes (the “Transferred Premises”).

B. Assignor desires to assign certain of its rights under the Agreement as it relates to the Transferred Premises to Assignee, and Assignee desires to acquire such rights, on and subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree and act as follows:

1. Certain Defined Terms. Unless indicated otherwise herein, capitalized terms in this Assignment shall have the same respective meanings as are ascribed to them in the Agreement.

2. Assignment. Subject to all of the terms and conditions of this Assignment, Assignor hereby assigns all [or describe specifically assigned rights if partial] of its rights under the Agreement, insofar as the Agreement covers, affects, and relates to the Transferred Premises.

3. Assumption. Assignee hereby assumes all obligations of Assignor and any liability that may result from acts or omissions by Assignee under the Agreement as it relates to the Transferred Premises that may arise or accrue from and after the effective date of this Assignment. This Assignment does not release Assignor from any liability that resulted from an act or omission by Assignor that occurred prior to the effective date of this Assignment unless the City approves the release in writing.

4. Governing Law and Venue. THIS ASSIGNMENT MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN HAYS COUNTY, TEXAS AND HEREBY SUBMIT TO THE JURISDICTION

OF THE COURTS OF HAYS COUNTY, TEXAS, AND HEREBY AGREE THAT ANY SUCH COURTS SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.

5. **Counterpart/Facsimile Execution.** This Assignment has been prepared in multiple counterparts, each of which shall constitute an original hereof, and the execution of any one of such counterparts by any signatory shall have the same force and effect and shall be binding upon such signatory to the same extent as if the same counterpart were executed by all of the signatories. Facsimile copies of signatures may be appended hereto with the same force and effect as legally delivered original signatures.

6. **Notice to City.** A copy of this Assignment shall be provided to the City within fifteen (15) days after execution.

7. **Binding Effect.** This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignees and their respective heirs, personal representatives, successors, and assigns.

EXECUTED as of the day and year first above written.

ASSIGNOR:

[_____]

By: _____
Printed Name: _____
Title: _____

ASSIGNEE:

[_____]

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 2007,
by _____.

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF _____

§

§

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 2007,
by _____.

Notary Public, State of Texas

[Add Acknowledgments as necessary]