

ORDINANCE NO. 01-03-13-A

AN ORDINANCE ESTABLISHING THE ZONING CLASSIFICATION OF A PARTICULAR AREA OF LAND IN THE VILLAGE OF BEE CAVE, TEXAS, MAKING PROVISION FOR COMPLIANCE WITH THE VILLAGE'S ZONING ORDINANCE AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ESTABLISH THE ZONING ON THE OFFICIAL ZONING MAP OF THE VILLAGE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Owner of the land described in Exhibit "A" attached hereto has requested that the land be zoned Planned Development Multi-Family Residential-1 District; and

WHEREAS, the notice as required by the Village's Zoning Ordinance has been published in the official newspaper and given to adjacent property owners; and

WHEREAS, public hearings have been held by both the Planning and Zoning Commission and the Governing Body as required by law; and

WHEREAS, there has not been any written protest submitted against the proposed change of Zoning Classification; and

WHEREAS, Sec. 12.127 of the Village Zoning Ordinance provides that the purpose of a Planned Development District is to provide for the development of land as an integral unit for single or mixed use in accordance with a PD Concept Plan that may include uses, regulations and other requirements that vary from the provisions of other zoning districts, and to encourage flexible and creative planning to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community; and

WHEREAS, a complete application for the establishment of a PD District, consisting of the Development Agreement hereafter defined, and other documents provided by CCNG Development Company, L.P. have been submitted to the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF BEE CAVE, TEXAS:

Section 1. Zoning Classification. The land described in Exhibit "A" attached hereto is hereby declared to be a Planned Development Multi-Family Residential-1 District.

Section 2. Uses. The base zoning district upon which the PD is based is multi-family residential-1 district. The permitted uses shall be multifamily, townhome, office associated with living such as home office, clubhouse, recreational and ancillary uses.

Section 3. Minimum Standards. Standards for development use, including, but not limited to those for structure height, drainage, building coverage, lighting, signage, landscaping and use shall be as stated in the Development Agreement dated April 26, 1999 entered into by and

between the Village of Bee Cave, Texas and CCNG Development Company, L.P. (the "Development Agreement").

Section 4. Open Space Standards. The open space standards including public and private open space, preservation of natural features and open space allocation and preservation shall be as set forth in the Development Agreement.

Section 5. Dimensional and Area Standards. Dimensional and area standards for uses shall be as set forth in the Development Agreement.

Section 6. PD's Concept Plan. The PD Concept Plan is attached to the Development Agreement as Exhibit "B."

Section 7. Site Plan. The site plan required by Section 12.127C((2) of the Village's Zoning Ordinance will be submitted separately. It shall be reviewed and approved pursuant to the Village's site plan ordinance that was in effect on April 26, 1999.

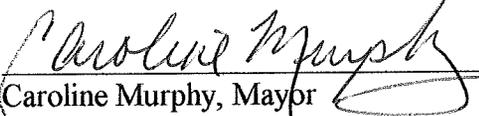
Section 8. Proposed PD Development Standards. The PD District Development Standards shall be as set forth in the Development Agreement.

Section 9. Traffic Impact Analysis. The Village hereby waives the requirement of a traffic impact analysis.

Section 10. This zoning is subject to the terms of the Development Agreement dated April 26, 1999 by and between the Village of Bee Cave and CCNG Development Company, L.P., including with out limitation, those provisions which state that the Property will be governed by those ordinances, rules and regulation of the Village which were in effect on April 26, 1999, unless otherwise specifically provided in the Development Agreement.

Section 11. The Village Administrator is hereby authorized and directed to promptly note the zoning change on the official Zoning Map of the Village of Bee Cave, Texas.

PASSED AND APPROVED this 13th day of March, 2001.


Caroline Murphy, Mayor
Village of Bee Cave, Texas

ATTEST:


Sherry Mashburn, Village Secretary
Village of Bee Cave, Texas
[SEAL]

METCALFE & SANDERS, INC./LAND SURVEYORS4800 SOUTH CONGRESS
AUSTIN, TEXAS 78745
(512) 442-5161

SURVEYS & RECORDS SINCE 1904

METES AND BOUNDS DESCRIPTION OF 11.44 ACRES OF LAND, A PORTION OF THE MATTHEW WILLIAMS SURVEY NO. 900, ABSTRACT NO. 823, IN TRAVIS COUNTY, TEXAS, SAID 11.44 ACRES OF LAND BEING A PORTION OF THAT 135.7205 ACRE TRACT, A PORTION OF THE SAID MATTHEW WILLIAMS SURVEY NO. 900, AND OTHERS, IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM NELLIE HAMPE PARTNERSHIP I, LTD. TO CCNG DEVELOPMENT COMPANY, L.P. IN DOCUMENT NUMBER 2000013832, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 11.44 ACRES OF LAND BEING ALSO A PORTION OF THAT 1.2294 ACRE TRACT, A PORTION OF THE SAID MATTHEW WILLIAMS SURVEY NO. 900, IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A CORRECTION DEED WITHOUT WARRANTY FROM THE FEDERAL DEPOSIT INSURANCE CORPORATION TO CCNG DEVELOPMENT COMPANY, L.P. IN DOCUMENT NUMBER 2001010021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS PREPARED FOR CCNG DEVELOPMENT COMPANY, L.P. BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 11.44 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE at a 1/2" steel pin previously set and found this date at an angle point in the south line of State Highway No. 71 at a northwest corner of that 135.7205 acre tract, a portion of the said Matthew Williams Survey No. 900, and others in Travis County, Texas, as described in a Special Warranty Deed from Nellie Hampe Partnership I, Ltd. to CCNG Development Company, L.P. in Document Number 2000013832, Official Public Records of Travis County, Texas, said 1/2" steel pin previously set being also in the east line of Lot 1, Amended Plat of Lots 1 And 2, Trading Post Subdivision, a subdivision of a portion of the said Matthew Williams Survey No. 900 and the Orran Wade Survey No. 540, Abstract No. 811, of record in Plat Book 99, Page 135, Plat Records of Travis County, Texas, and from which 1/2" steel pin previously set, a 1/2" iron pipe found at an interior corner of the said CCNG Development Company, L.P. 135.7205 acre tract bears, S 25° 47' 30" W 133.94 feet;

Thence with the southwest line of State Highway No. 71 and a northeast line of the said CCNG Development Company, L.P. 135.7205 acre tract, S 55° 23' 30" E 704.06 feet to a 1/2" steel pin with plastic cap set for the POINT OF BEGINNING and most northerly corner of the herein described tract;

(1) THENCE with the southwest line of State Highway No. 71 and a northeast line of the said CCNG Development Company, L.P. 135.7205 acre tract, S 55° 23' 30" E 229.86 feet to a Texas Department of Transportation concrete monument found (Type I);

(2) THENCE with the southwest line of State Highway No. 71 and a northeast line of the said CCNG Development Company, L.P. 135.7205 acre tract and being also with the north line of that 1.2294 acre tract, a portion of the said Matthew Williams Survey No. 900, in Travis County, Texas, as described in a Correction Deed Without Warranty from the Federal Deposit Insurance Corporation to CCNG Development Company, L.P. in Document No. 2001010021, Official Public Records of Travis County, Texas, S 49° 26' 30" E at 308.27 feet passing a calculated point at a corner of the said CCNG Development Company, L.P. 135.7205 acre tract and the most northerly west corner of the said CCNG Development Company, L.P. 1.2294 acre tract, in all a total distance of 420.36 feet to a 3/4" iron pipe found at a corner of the said CCNG Development Company, L.P. 1.2294 acre tract and the most westerly corner of Lot 4, Lloyd Smith Subdivision, a subdivision of a portion of the Jas. G. Swisher Survey No. 152, Abstract No. 691, in Travis County, Texas, of record in Plat Book 97, Page(s) 210 & 211, Plat Records of Travis County, Texas, for a corner of the herein described tract;

(3) THENCE with a northeast line of the said CCNG Development Company, L.P. 1.2294 acre tract and the southwest line of said Lot 4, Lloyd Smith Subdivision, S 39° 09' 50" E 669.43 feet to a calculated point in an east City Limit Line of the Village of Bee Cave, for the most easterly corner of the herein described tract;

(4) THENCE with said east City Limit Line of the Village of Bee Cave, S 19° 38' 30" W 325.91 feet to a calculated point for a south or southeast corner of the Village of Bee Cave, said point being 500 feet southwest of the base line that is shown on the right-of-way map of State Highway No. 71 (originally Highway No. 93) and being at the southeast end of a curving southwest City Limit Line of the Village of Bee Cave, for the most southerly corner of the herein described tract;

THENCE with a southwest City Limit Line of the Village of Bee Cave, said southwest City Limit Line being 500 feet southwest of and parallel to the base line as shown on said right-of-way map of State Highway No. 71, courses numbered 5 through 7 inclusive as follows:

(5) with a curve to the left an arc distance of 303.69 feet, said curve having a radius of 3319.72 feet, a central angle of 5°14'29" and a chord of which bears N 46° 49' 20" W 303.58 feet to a calculated point at point of tangency;

(6) N 49° 26' 30" W 893.20 feet to a calculated point at point of curve;

(7) with a curve to the left an arc distance of 105.63 feet, said curve having a radius of 3319.72 feet, a central angle of 1°49'23" and a chord of which bears N 50° 21' 10" W 105.63 feet to a calculated point in a west line of the said CCNG Development Company L.P. 135.7205 acre tract and an east line of that 230.92 acre tract, a portion of the said Matthew Williams Survey No. 900, and others, in Travis County, Texas, as described in a deed from Nellie Hampe Partnership I, Ltd. to Daniel B. Porter in Volume 13212, Page 2535, Real Property Records of Travis County, Texas, and in the approximate center line of Little Barton Creek, for the most southerly west corner of the herein described tract;

THENCE with a west and southwest line of the said CCNG Development Company L.P. 135.7205 acre tract and an east and northeast line of the said Porter 230.92 acre tract and being

Exhibit B

DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Development Agreement (“Agreement”) is between the **Village of Bee Cave, Texas** (“the Village”), a general law municipality located in Travis County, Texas and **CCNG Development Company, L.P.**, a Texas limited partnership (“CCNG”).

INTRODUCTION

CCNG owns or controls approximately 983 acres of land consisting of approximately 790 acres of land comprised of certain land located within the extraterritorial jurisdiction (“ETJ”) and certain land located within the corporate limits of the Village (“together referred to as Bee Cave Area”) and approximately 193 acres of contiguous land located within the ETJ of the Village of Bee Cave or City of Austin (“Austin Area”) (collectively referred to as the “Land”). The Land is more particularly described on the attached Exhibit A, and its boundaries are depicted on the concept plan attached as Exhibit B (“Concept Plan”). The Bee Cave Area is described on Exhibit C. The Austin Area is described on Exhibit D and has been included in the Concept Plan merely for planning purposes with the recognition that to the extent allowed by law, the City of Austin will regulate the development of most of the Austin Area as long as such area is in Austin’s jurisdiction. This Agreement is not intended to modify, reduce or conflict with the City of Austin’s regulatory authority over the Austin Area. This Agreement confirms that all of the Bee Cave Area is located within the corporate limits or the ETJ of the Village of Bee Cave.

CCNG intends to develop the Land, as The Project, a master-planned, mixed-use community that will include residential and nonresidential uses. The Project will likely also include at least one golf course, a club house and related facilities. Because the Bee Cave Area constitutes a significant area of the Village’s ETJ that will be developed in phases under a master development plan, CCNG and the Village wish to enter into this Agreement, which will provide an alternative to the Village’s typical regulatory process for development, encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement and result in a high-quality community for the benefit of the present and future residents of the Village and The Project.

CCNG and the Village agree to work with each other in good faith to enhance and preserve the general area for the citizens of the Village and surrounding areas. Such cooperation shall include development of the Land in a manner which respects the environmental sensitivity of Little Barton and Barton Creeks, planning for a regional utility system, working with the Texas Department of

Transportation on mutually agreeable improvements to Highway 71, and providing public access to at least some of the recreational amenities developed on the Land.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties agree as follows.

ARTICLE I DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in the Village's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Agreement: This Development Agreement between the Village of Bee Cave, Texas and CCNG.

Village Administrator: The Village Administrator of the Village.

Effective Date of this Agreement: The date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all parties.

LCRA: The Lower Colorado River Authority.

ARTICLE II MASTER DEVELOPMENT PLAN

Section 2.01 Phased Development. CCNG intends to develop the Land in phases, according to the phasing plan attached as Exhibit E. CCNG may modify the phasing plan from time to time. The Village acknowledges that the portions of the Land not under active development may remain in use for agricultural lands or ranching purposes. CCNG shall notify the Village of changes in the phasing plan.

Section 2.02 Concept Plan; Exceptions. The Village hereby confirms its approval of the Concept Plan. The Village acknowledges that the Concept Plan complies with the Village's General Plan, as amended; approves the land uses, densities, exceptions, utility and roadway alignments and sizings and other matters shown on the Concept Plan, and confirms that the Concept Plan has been approved by all requisite Village departments, boards and commissions of the Village. Preliminary plats and final subdivision plats that generally comply with the Concept Plan, applicable Village ordinances as modified by this Agreement, and state law will be approved by the Village when submitted for review and approval in accordance with standard ordinance procedures. CCNG shall have the right to develop the Bee Cave Area as well as any other areas within the Village's jurisdiction which become part of the Concept Plan to a density not to exceed an average of three (3) living unit equivalents ("LUE's") per acre whether residential or nonresidential in addition to any LUE's approved by the City of Austin for the area within its jurisdiction. The term "LUE" is defined

on Exhibit F. Portions of the Concept Plan may be developed to a higher density so long as the overall density within the Concept Plan averages three (3) LUE's or less per acre.

Section 2.03 **Review Process.** The Village acknowledges that CCNG intends to proceed with the development of the Land within a compressed time schedule, and that efficient Village reviews are necessary for the effective implementation of CCNG's development program. Therefore, the Village agrees that it will review and respond with substantive comments or approval to all construction and development applications and any requests for approvals under this Agreement within the shorter of sixty (60) days or any time frames established by any statutory or internal Village timeframes for development reviews. If the Village fails to respond to an application within such time frame, the application will be deemed to have been approved as submitted. The Village further agrees that if, at any time, CCNG believes that an impasse has been reached with the Village staff on any development issue affecting The Project, CCNG may immediately appeal to the Village Administrator for a resolution and that the Village Administrator's decision is immediately appealable to the Village Council at its next regularly scheduled Village Council meeting. The Village will post the items in a timely manner in accordance with applicable law.

Section 2.04 **Term of Approvals.** The Concept Plan will be effective for the term of this Agreement, including any renewals as provided by Section 9.01.

Section 2.05 **Amendments.** Due to the fact that The Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. CCNG may make minor changes to that Concept Plan upon notification to the Village Administrator. Minor changes shall include minor adjustments to street alignments, minor changes in lot lines, lot sizes, adjustments to the golf course boundaries or any other changes in land use which do not result in overall increases to traffic or density as set forth in Section 2.02. Major amendments to the Concept Plan shall require approval by the Village, which approval will not be unreasonably withheld or delayed.

Section 2.06 **Review/Submittal Fees.** CCNG shall pay the Village's standard application, review and development fees which are applicable to all other development applicants. The Village's current fees are set forth in Exhibit G. Such fees shall neither be increased nor any new fees added which are not based upon reasonable costs incurred by the Village in processing development applications. Upon approval of the Development Agreement, CCNG shall reimburse the Village for its reasonable out of pocket engineering and legal costs incurred by the Village in reviewing this Agreement.

Section 2.07 **Building Code Compliance.** Permanent structures constructed on the Land shall comply with the uniform building code adopted by the Village. Such code as it applies to the Land shall be limited to health and safety issues and shall apply uniformly to all other property within the corporate limits of the Village. The Village shall provide timely inspections and shall provide adequate staff and resources so as not to unreasonably delay any construction activities on the Land.

**ARTICLE III
CREATION OF DISTRICTS**

Section 3.01 Consent to Creation of Municipal Utility Districts. The Village acknowledges receipt of CCNG's request, in accordance with Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, for creation of three municipal utility districts (collectively, the "District" or "Districts") over a portion of the Land. At the same Council meeting immediately following the agenda item for completion of the annexation and zoning process described in paragraph 3.03(a) below, the Village shall approve the resolution attached as Exhibit H, pursuant to the requirements of Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, consenting to the inclusion of the portion of the Land within the Districts. This Agreement will also constitute the consent of the Village for any District to annex or exclude land within the portion of The Project that is located within the Village's ETJ or as identified on Exhibit I in furtherance of CCNG's development goals. Village acknowledges and consents that one or more of the Districts may exclude land which may or may not then be annexed by another of the Districts. No further action will be required on the part of the Village to evidence its consent to the creation of the Districts, or to the annexation or exclusion of land within the portion of The Project located within the Village's ETJ or corporate boundaries by the Districts; however, the Village agrees to provide any additional confirmation of its consent that may be required by CCNG or the Districts if requested to do so.

Section 3.02 Water and Wastewater Services to Districts. The Village agrees to enter into a water and wastewater utility services agreement with one or more of the Districts on the terms set forth on Exhibit J. CCNG shall fund any shortfalls in operation and maintenance costs until there are enough customers on line to make it self supporting. As long as CCNG is funding a shortfall, the rates charged the utility customers are subject to approval by CCNG. This agreement will include any other, standard terms contained in Village or other entity water and wastewater service contracts that are not in conflict with the terms of Exhibit J. The Village consents to the creation of the Districts; provided, however, if the Village and LCRA reach a definitive agreement for LCRA to provide retail water/wastewater service, the Districts (if applicable) or CCNG would then convey the related water and/or wastewater facilities to LCRA, subject to a mutually acceptable agreement between LCRA and CCNG.

Section 3.03 Annexation.

a. (1) CCNG consents and the Village agrees to annex within forty-five (45) days from the date of this Agreement approximately _____ acres of land, more fully described on Exhibit K "Commercial Area"). Simultaneously, with such annexation, the Commercial Area shall be zoned in a mutually satisfactory manner. The Village shall not alter such zoning or such zoning classification as it applies to the Land during the term of this Agreement, without the written consent of CCNG or its successors or assigns.

(2) CCNG has consented to annexation of the Commercial Area as an accommodation to the Village which will enable the Village to capture sales tax revenues from such area under current law. The Village acknowledges that annexation of the Commercial Area as well

as certain other areas of the Land that are presently in the corporate limits will subject such areas to double taxation in the form of Village and MUD ad valorem taxes. In order to neutralize the impact of such annexation by the Village, the Village agrees to credit to CCNG all ad valorem taxes collected from all areas of the Land including the Commercial Area within the corporate limits of the Village against any fees or assessments which are payable to the Village for any purpose, including but not limited to utility charges, review or inspection fees or any type of payments or charges with respect to the Land.

b. The Village agrees that it will not annex or dissolve all or any part of the Districts until: (i) water, wastewater and drainage facilities have been constructed to serve at least 90% of the developable acreage within the Districts, and (ii) (a) CCNG has been fully reimbursed by the Districts for the water, wastewater and drainage facilities within that District in accordance with the rules of the Texas Natural Resources Conservation Commission ("TNRCC") or (b) the Village has expressly assumed the obligation to reimburse CCNG fully in cash prior to such annexation. Such annexation shall not be effective until CCNG has been fully reimbursed by the Village for the water, wastewater and drainage facilities serving the area subject to the annexation. The Village agrees that the submission of a request for annexation will not be required with each final plat of property within the Districts.

c. Contemporaneously with the annexation by the Village of any land within the Districts, the Village will zone any undeveloped property within that District consistently with the land uses shown on the Concept Plan, as amended from time to time, and will zone all developed property consistently with the land uses in existence on the date of the annexation shown in the Concept Plan. Land located within the Districts that is also within the Village's corporate limits at the time of creation shall be zoned in accordance with the Concept Plan.

ARTICLE IV WATER AND WASTEWATER UTILITY INFRASTRUCTURE AND CONSTRUCTION

Section 4.01 Approval of Conceptual Utility Plan. The Utility Conceptual Plan attached as Exhibit L is accepted by the Village for purposes of showing the preliminary routing of the facilities to be constructed to extend water and wastewater services to the Land.

Section 4.02 Out of District Service. The Village acknowledges that CCNG intends to oversize certain utility facilities to serve the Austin Area and other areas in close proximity to the Land. Those areas are described on Exhibit M and are also referred to as to "Out of District Service Area." The Village hereby consents to the provision of water and wastewater services to the Out of District Service Area through one or more of the Districts.

Section 4.03 Construction of Offsite Facilities. CCNG, or the Districts, will diligently attempt to obtain the donation of all easements necessary for the construction of the major offsite utility infrastructure shown on the approved Utility Plan. If CCNG or the Districts are unable to obtain all required offsite easements, the Village and CCNG will cooperate with one another to

acquire these easements, utilizing the Village's power of eminent domain, if necessary. The parties shall mutually agree upon how the costs shall be allocated, depending upon how much capacity has been reserved by the Village for other users. CCNG, through the Districts, may phase construction of the offsite facilities as growth within The Project requires these facilities, subject to CCNG's rights of reimbursement through the Districts.

Section 4.04 Ownership, Operation and Maintenance of Offsite Facilities. CCNG or the Districts, at their option, may elect to convey any of the offsite facilities to the Village or a third party for ownership, operation and maintenance. Prior to such conveyances or assignment, CCNG shall offer the facilities to the Village on the same terms and conditions. The Village shall have thirty (30) days to accept such offer. If the Village does not timely accept the offer or if the Village does not close the transaction within thirty (30) days after the acceptance of the offer, CCNG shall then be entitled to convey or assign the facilities to such party. Any such conveyance shall be subject, however, to (a) a reservation of capacity on behalf of the Districts as required for service to The Project, and (b) CCNG's right to reimbursement for the cost of the facilities from the Districts.

Section 4.05 Ownership, Operation and Maintenance of Internal Facilities. CCNG or the Districts shall be responsible for the installation of all internal water and wastewater facilities. Upon completion of internal water and/or wastewater facilities, CCNG or the Districts, as appropriate, shall lease such facilities to the Village or other acceptable entity on mutually acceptable terms for operation and maintenance. The Village shall have sole responsibility for operation and maintenance and shall operate and maintain the facilities at its cost in a prudent and business like fashion. The Village shall maintain the system in good operating condition and make all repairs at its cost in a timely manner. CCNG shall fund any shortfalls in operation and maintenance costs until there are enough customers on line to make it self supporting. As long as CCNG is funding a shortfall, the rates charged to utility customers are subject to approval by CCNG. The Village shall have the right to provide retail service to all customers to be connected to the internal water and/or wastewater facilities. Upon issuance of bonds from time to time, the Districts will acquire with bond proceeds the ownership of such facilities from CCNG. Upon acquiring ownership from CCNG, the Districts will within thirty (30) days, dedicate for ownership such acquired facilities to the Village at which time the Village will assume the permanent obligation to operate and maintain the facilities. The lease and dedication of internal water and wastewater facilities to the Village shall be accomplished in a manner that does not jeopardize CCNG's rights to be reimbursed for the cost of the water and wastewater facilities, in accordance with reimbursement agreements between the Districts and CCNG and applicable rules of the TNRCC governing the manner, extent and conditions for such reimbursement.

Section 4.06 Subdivision Construction Agreement. In recognition of the contractual relationship between the Village and CCNG, the Village agrees that CCNG may provide a subdivision construction agreement to the Village in lieu of posting a letter of credit or performance bond for the cost of incomplete subdivision improvements at the time of final plat approval.

AST

**ARTICLE V
OTHER UTILITIES**

Section 5.01 **Generally.** CCNG will have the right to select the providers of cable television ("CATV"), gas, electric, telephone, telecommunications and all other utilities and services, including solid waste collection and recycling services, or to provide "bundled" utilities within The Project.

Section 5.02 **Nonpotable Water Supply.** CCNG agrees that Village potable water will not be used for permanent, sole-source irrigation of the golf course. The Village agrees that water from any other source, may be utilized for irrigation of the golf course or water feature enhancement, including but not limited to reclaimed water, treated effluent or raw water obtained from the LCRA (or any other entity); provided, however, CCNG shall not utilize well water, except for emergency purposes. CCNG and the Village agree to cooperate with one another in an effort to provide for the most efficient, cost effective and environmentally acceptable irrigation of the golf course. The Village hereby grants its consent for CCNG to contract directly with LCRA for raw water and to construct such facilities as may be reasonably necessary to transport the water from LCRA's water supply to the Land.

**ARTICLE VI
PARK AND RECREATIONAL AMENITIES**

Section 6.01 **Park Land and Improvements.** In recognition of the character of The Project as a master-planned community and in acknowledgment of the substantial public access and private parkland, greenbelts, trails and park improvements that will be provided by CCNG within The Project, as set forth on the Concept Plan the Village agrees that no additional parkland dedication or park and fees will be required from CCNG.

Section 6.02 **Public Access.** Prior to the time that any portion of the Land is opened for "public access" to residents of the Village, CCNG and the Village shall enter into a written agreement addressing such issues as liability, capital expenditures and improvements (if any), and cost sharing for operations and maintenance, hours of operation and appropriate uses.

**ARTICLE VII
EXCEPTIONS**

Section 7.01 **Exceptions.** CCNG has applied for, and the Village hereby approves, the exceptions, waivers and credits to the Village's existing development regulations, ordinances and requirements described on the attached Exhibit N.

**ARTICLE VIII
AUTHORITY AND VESTING OF RIGHTS**

Section 8.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 42.044 of the Texas Local Government Code, "Creation of Industrial District in Extraterritorial Jurisdiction", which authorizes the Village to make written contracts with the owners of land within an industrial district, establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. In accordance with the authority granted to the Village under Section 42.044, Texas Local Government Code, the Village hereby designates the Bee Cave Area as an industrial district, which includes not only industrial uses, but also areas in which tourist-related businesses and facilities will be located. The parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Bee Cave Area not presently in the Village's corporate limits as provided in this Agreement; authorize certain land uses and development on the Bee Cave Area; provide for the uniform review and approval of plats and development plans for the Bee Cave Area; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning after annexation of the Bee Cave Area.

Section 8.02 Vesting of Rights. This Agreement constitutes an application by CCNG for the subdivision and development of the Bee Cave Area, and initiates the subdivision and development permit process for the Bee Cave Area. The Village acknowledges that CCNG has vested authority to develop the Bee Cave Area in accordance with this Agreement. It is the intent of the Village and CCNG that these vested development rights include the character of land uses, the number of LUE's, the general location of roadways, the design standards for streets and roadways, and development of the Bee Cave Area in accordance with the standards and criteria set forth in this Agreement and applicable Village ordinances in existence on the Effective Date of this Agreement, only as modified in accordance with the exceptions described in Article VII.

Section 8.03 Landowner's Right to Continue Development. In consideration of CCNG's agreements hereunder, the Village agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within The Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within The Project. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the Village due to an emergency constituting imminent threat to the public health or safety, provided that such a moratorium will continue only during the duration of the emergency.

ARTICLE IX TERM, ASSIGNMENT AND REMEDIES

Section 9.01 Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the Village and CCNG. Upon the expiration of fifteen (15) years, this Agreement may be extended, at CCNG's request, with Village Council approval, for up to three successive five-year periods.

Section 9.02 Addition of Land. The Village acknowledges that CCNG may, in the future, desire to add additional land to The Project boundaries, to the property that is subject to this Agreement. If CCNG acquires property from within the areas described on Exhibit I, that it desires to add to the project and make subject to this Agreement, CCNG will give written notice to the Village of the acquisition, which will include a description of the property that has been acquired and a proposed concept plan for that property. The addition of any land outside of the areas described on Exhibit I shall require the prior consent of the Village, which consent shall not be unreasonably withheld or delayed. The Village's approval of the addition of the land identified on Exhibit I will not be required. The term "Land" as used throughout this Agreement shall include such additional land.

Section 9.03 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the Village and CCNG or may be terminated or amended only as to a portion of the Land by the mutual written consent of the Village, the owners of the portion of the Land affected by the amendment or termination and CCNG. In addition, CCNG may unilaterally terminate this Agreement in the event that it elects not to proceed with any or any further development under the Agreement, for economic reasons or otherwise; provided, however, the provisions of this Agreement as they relate to the creation and operation of the Districts can only be terminated upon the written consent of the Village, CCNG and the District or Districts affected by such termination.

Section 9.04 Assignment.

a. This Agreement, and the rights of CCNG, in whole or in part, may be assigned by CCNG to a subsequent developer of all or a portion of the Land upon written notice to the Village. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee.

b. If CCNG assigns its rights and obligations as to a portion of the Land, then the rights and obligations of any assignee and CCNG will be severable, and CCNG will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the Village may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.

c. This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases any portion of Land.

d. Upon CCNG's request and at CCNG's expense and subject to Village's approval, Village and CCNG may elect to seek legislative validation of this Agreement and statutory authorization to extend the term of this agreement beyond fifteen (15) years.

e. If CCNG, the Village and LCRA enter into the CCNG, the Village and LCRA Agreements referred to in Section 9.07 below, this Development Agreement, and the rights of the Village relative to the ownership, operation and/or maintenance of water and/or wastewater facilities used to serve the Land, in whole or in part, may be assigned by the Village to the LCRA upon

written notice to CCNG, subject to the terms of the CCNG, the Village and LCRA Agreements. Any assignment will be in writing, specifically setting forth the assigned rights and obligations, and be executed by the authorized representatives of the Village and LCRA.

f. If the Village assigns its rights and obligations to LCRA as to the ownership, operation and/or maintenance of water and/or wastewater facilities used to serve the Land, pursuant to Section 9.04 e above, then the rights and obligations of LCRA and the Village will be severable, and the Village will not be liable for the nonperformance of LCRA and vice versa.

Section 9.05 Remedies.

a. If the Village defaults under this Agreement, CCNG may enforce this Agreement by seeking a writ of mandamus from a Travis County District Court, or may give notice setting forth the event of default ("Notice") to the Village. In addition, if the Village fails to cure any alleged default within forty-five (45) days from the date the Village receives the Notice, CCNG may terminate this Agreement by providing written notice to the Village as to all of the Land owned by CCNG, or as to the portion of the Land affected by the default and/or CCNG may pursue any injunctive relief from a court of proper jurisdiction.

b. If CCNG defaults under this Agreement, the Village shall give Notice to CCNG. If CCNG fails to commence the cure of an alleged default specified in the Notice within a reasonable period of time, not less than forty-five (45) days, after the date of the Notice, and thereafter to diligently pursue such cure to completion, the Village may terminate this Agreement or seek injunctive relief from a court of proper jurisdiction.

c. Each party waives any action for damages against the other except for the recovery of attorneys' fees, as per subparagraph d below.

d. If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing party.

Section 9.06 Cooperation.

a. The Village and CCNG each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably necessary.

b. The Village agrees to cooperate with CCNG at CCNG's expense, in connection with any waivers, permits or approvals CCNG may need or desire from the City of Austin, Travis County, TNRCC, United States Fish & Wildlife Service or any other regulatory authority in order to carry out the Concept Plan.

c. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, CCNG and the Village agree to cooperate in the defense

of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

d. CCNG or the Village may initiate mediation on any issues in dispute and the other party shall participate in good faith. The cost of mediation shall be a joint expense.

Section 9.07 CCNG, Village and LCRA Agreements.

The Village consents to the creation of the Districts; provided, however, CCNG agrees not to hold creation elections within any of the proposed Districts for a period of one hundred twenty (120) days (measured from the Village's approval of this Development Agreement), during which time CCNG and the Village shall negotiate in good faith with LCRA for the provision of retail water and/or wastewater service to the Land by LCRA. If definitive and mutually acceptable agreements are reached between CCNG, the Village and the LCRA regarding the provision of retail water and/or wastewater service to the Land by LCRA ("the CCNG, the Village and LCRA Agreements"), the Districts shall not be formed for water and wastewater service and CCNG shall convey any related water and/or wastewater facilities to LCRA, subject to the CCNG, the Village and LCRA Agreements. To the extent CCNG, the Village and the LCRA reach such agreements, and the LCRA becomes the Village's assignee pursuant to Section 9.04, for purposes of water and/or wastewater retail service, and the provisions of this Development Agreement and its exhibits which pertain to the Village's ownership, operation and/or maintenance of water and/or wastewater facilities shall replace LCRA for references to the Village consistent with CCNG, the Village and LCRA Agreements. If CCNG, the Village and LCRA are unable to reach mutually acceptable agreements in writing within such one hundred twenty (120) day period, the provisions of this section as well as those of Section 9.04 e and f shall expire and have no further force or effect.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

Section 10.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Village: Village of Bee Cave
1333-A Hwy. 71 West
Bee Cave, Texas 78738
Attn: Village Administrator

With Required Copy to: Mike Willatt
Village Attorney
2001 N. Lamar
Austin, TX 78705

CCNG: CCNG Development Company, L.P.
98 San Jacinto Building, Suite 1730
Austin, TX 78701
Attn: Daniel Porter

With Required Copy to: CCNG Development Company, L.P.
3700 Buffalo Speedway, Suite 1000
Houston, TX 77098
Attn: Kelley Cloud

With Required Copy to: David Armbrust
Armbrust Brown & Davis, LLP
100 Congress Avenue, Suite 1300
Austin, TX 78701

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. CCNG may, by giving at least five (5) days' written notice to the Village, designate additional parties to receive copies of notices under this Agreement.

Section 10.02 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 10.03 **Applicable Law and Venue.** The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 10.04 **Entire Agreement.** This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 10.05 **Exhibits, Headings, Construction and Counterparts.** All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. The parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable Village ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 10.06 **Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 10.07 **Authority for Execution.** The Village certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with Village ordinances. CCNG hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of CCNG.

Section 10.08 **Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

BP

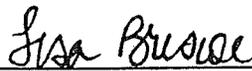
- Exhibit A - Description of the Land (983 acres)
- Exhibit B - Concept Plan
- Exhibit C - Description of Bee Cave Area (790 acres)
- Exhibit D - Description of Portion of Austin ETJ Area (193 acres).
- Exhibit E - Phasing Plan
- Exhibit F - Definition of Living Unit Equivalent
- Exhibit G - Bee Cave Fee Schedule for Development Permits
- Exhibit H - Districts Consent Resolution
- Exhibit I - Description of Land that Can be Annexed by the Districts
- Exhibit J - Terms of Wholesale Water and Wastewater Utility Services to Districts
- Exhibit K - Description of Commercial Area to be Annexed by the Village
- Exhibit L - Conceptual Utility Service Plan
- Exhibit M - Out of District Service Area
- Exhibit N - Development Exceptions and Waivers

The undersigned parties have executed this Agreement on the dates indicated below.

VILLAGE OF BEE CAVE

By: 
 Printed Name: Tim Skaggs
 Title: Mayor Pro Tem
 Date: 4/26/99

ATTEST:


 Printed Name: Lisa Briscoe
 Title: Village Secretary

CCNG DEVELOPMENT COMPANY, L.P. a
Texas limited partnership

BY: CCNG, INC., General Partner

By: [Signature]
Name: Daniel B. Porter
Title: President and CEO
Date: April 16, 1999

STATE OF TEXAS §

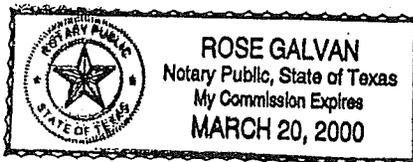
COUNTY OF TRAVIS §

This instrument was acknowledged before me the 26 day of April, 1999, by Tim Skaggs, Mayor Pro Tem of the Village of Bee Cave, Texas, a general law municipality, on behalf of the Village.

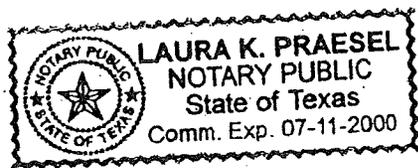
[Signature]
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §



This instrument was acknowledged before me the 16th day of April, 1999, by Daniel B. Porter, President and CEO of CCNG, Inc., the General Partner of CCNG Development Company, L.P., a Texas limited partnership, on behalf of the limited partnership.

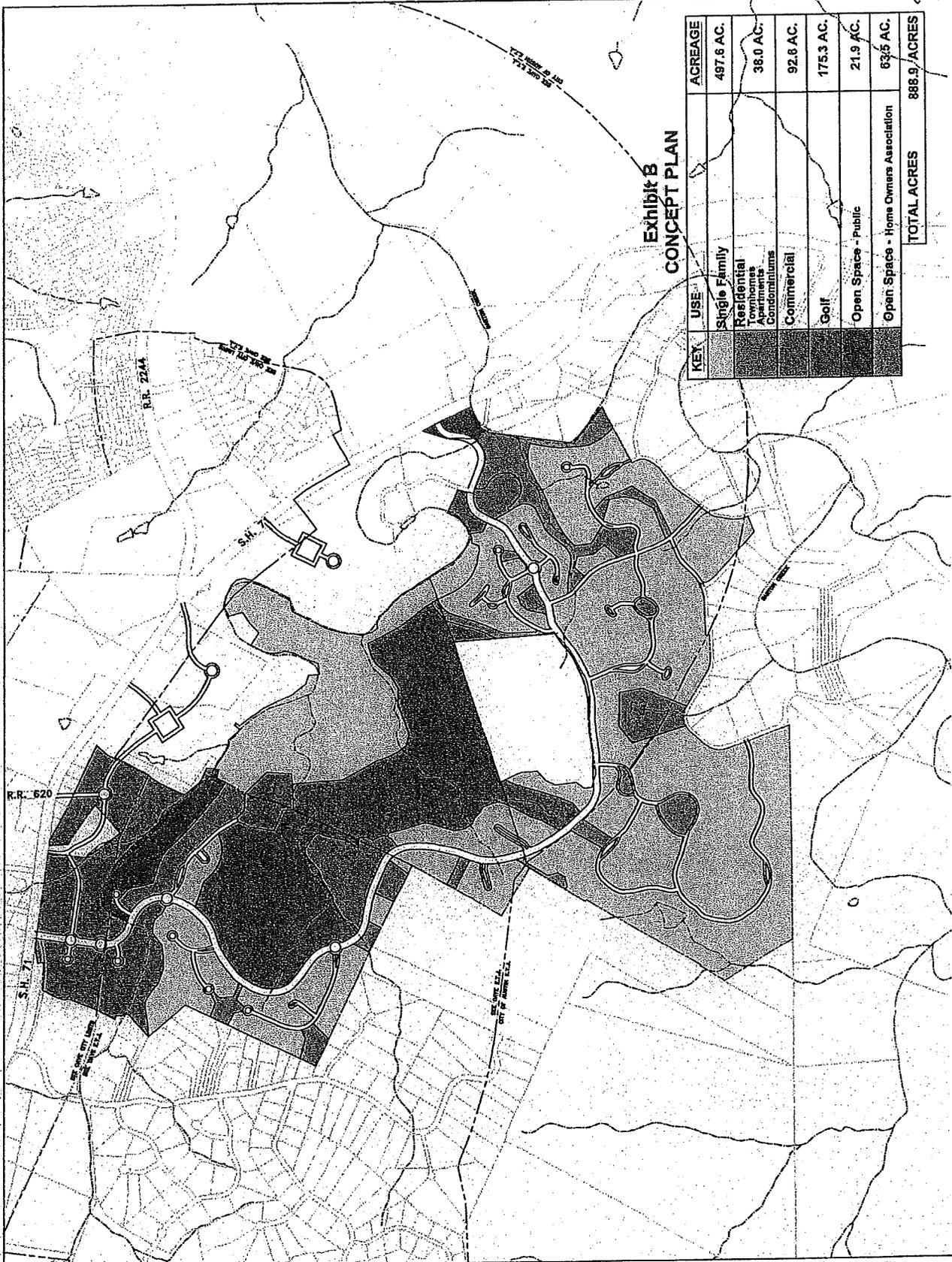


[Signature]
Notary Public Signature

EXHIBIT "A"

All that certain property conveyed to Daniel Porter by the deed recorded in Volume 13212, Page 2535 (Film Code No. 00005762887) of the deed records of Travis County Texas, and all that certain property conveyed to CCNG Properties, L.P. by the deed recorded in Volume 13271, Pages 1349-1375 (Film Code No. 00005801050) of the said deed records of Travis County Texas.

RAP



**Exhibit B
CONCEPT PLAN**

KEY	USE	ACREAGE
[Dark Stippled Pattern]	Single Family	497.6 AC.
[Medium Stippled Pattern]	Residential Apartments Condominiums	38.0 AC.
[Light Stippled Pattern]	Commercial	92.6 AC.
[White]	Golf	175.3 AC.
[White]	Open Space - Public	21.9 AC.
[White]	Open Space - Home Owners Association	63.5 AC.
TOTAL ACRES		886.9 ACRES

ABD

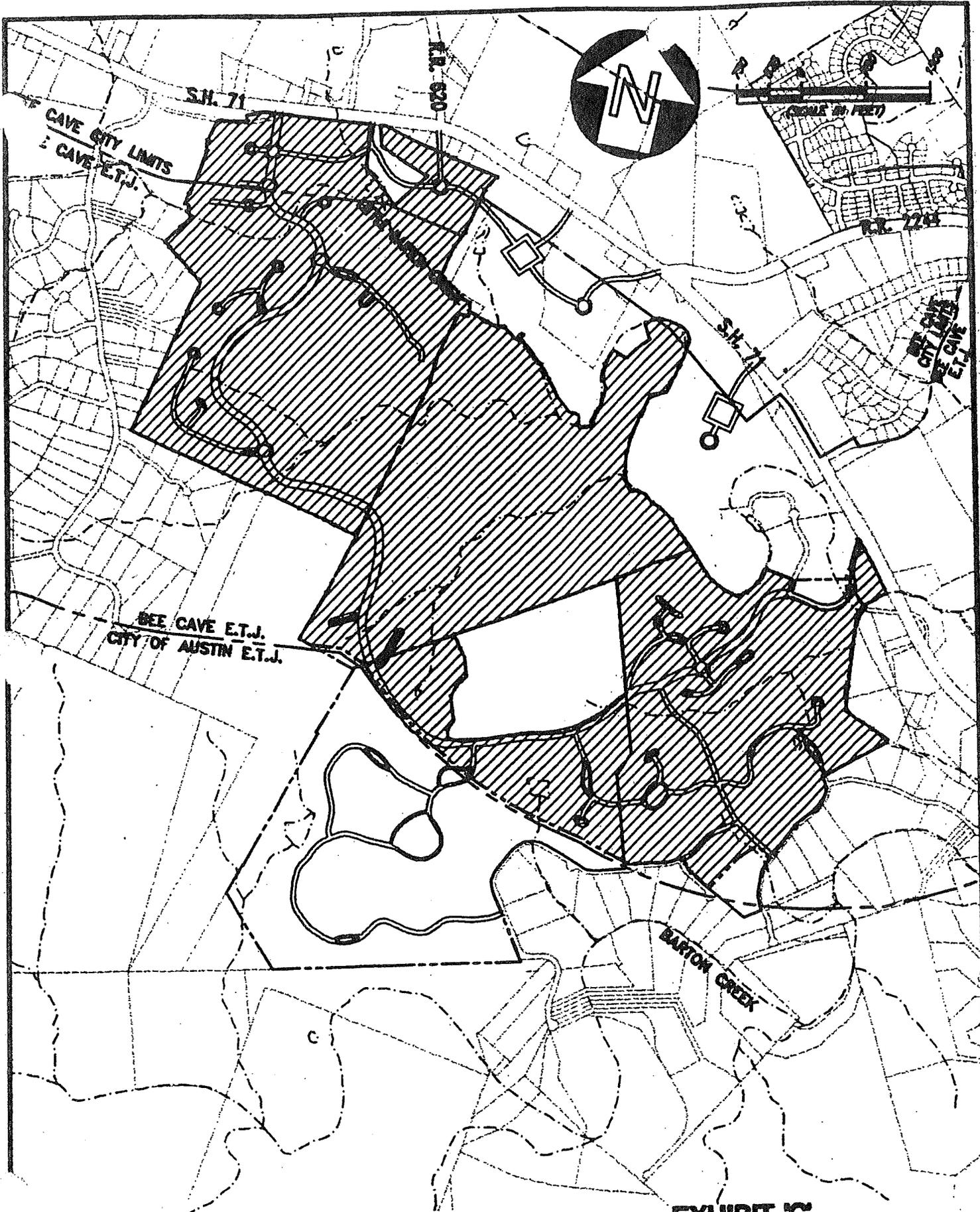


EXHIBIT 'C'

 **BEE CAVE AREA**

NOTE:
 "BEE CAVE AREA" DOES NOT INCLUDE ANY LAND
 ON THE WEST SIDE OF AUSTIN

CCNG DEVELOPMENT CO.
BEE CAVE AREA

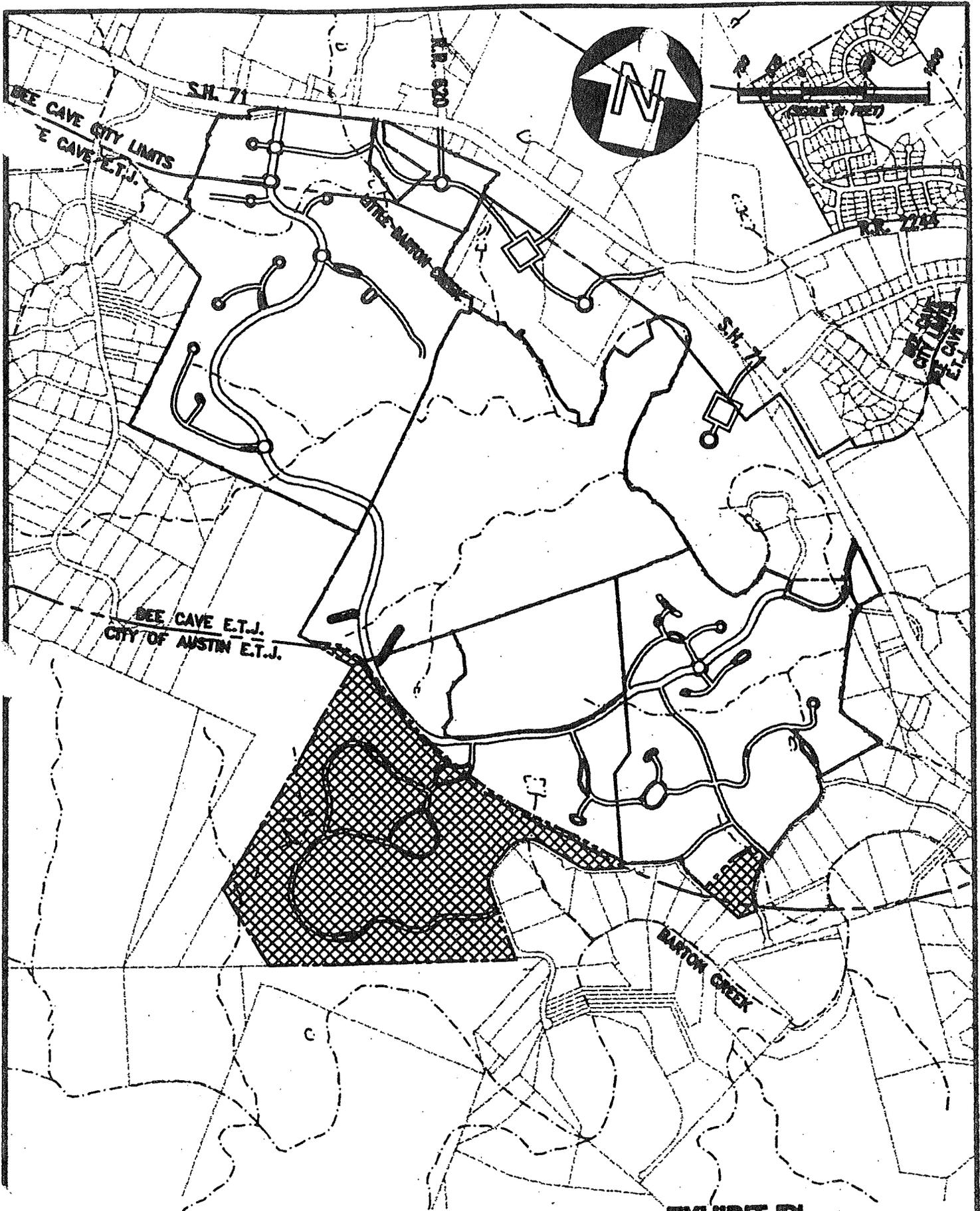


EXHIBIT 'D'



AUSTIN E.T.J. AREA

CCNG DEVELOPMENT CO.

AUSTIN E.T.J. AREA *DR*

Exhibit E

Phasing Plan

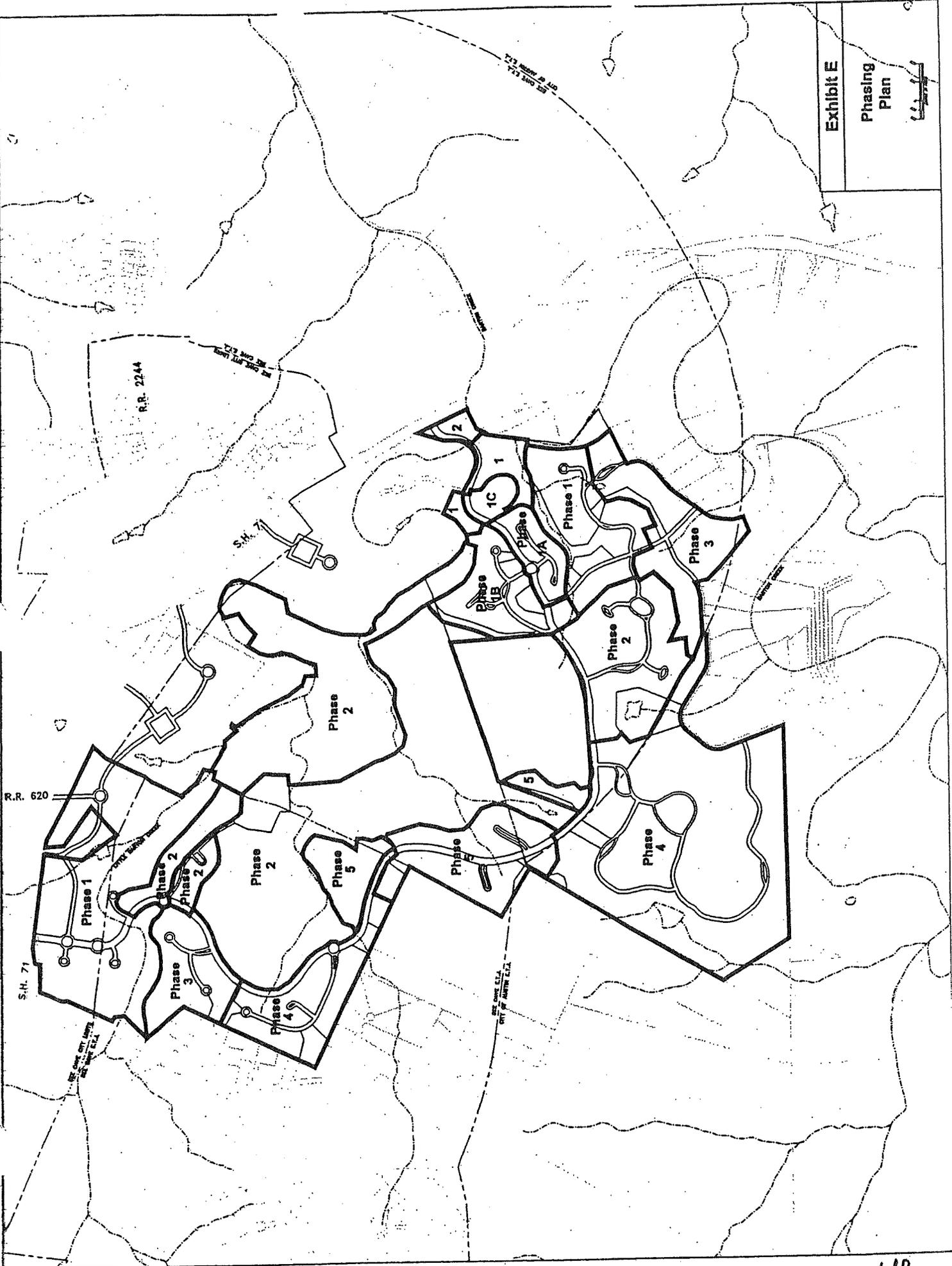


EXHIBIT F

LUE Criteria

- F. A living unit equivalent is defined as the typical flow that would be produced by a single family residence (SFR) located in a typical subdivision. For water this includes consumptive uses such as lawn watering and evaporative coolers. The wastewater system does not receive all of these flows, so the flows expected differ between water and wastewater. The number of LUE's for a project are constant; only the water and wastewater flows are different.

One (1) LUE produces: 2.2 GPM (Peak Hour) of water flow
1.3 GPM (Peak Day) of water flow
350 GPD (0.243 G.P.M.) average wastewater flow

- G. Peak Flow Factor Formula

$$\text{PPF} = \frac{18 + [0.0144 (F)]}{4 + [0.0144 (F)]} \times 0.5$$

F = AVERAGE FLOW (GPM)

RESIDENTIAL

One (1) Single Family Residence Modular Home; Mobile Home	1 LUE
One (1) Duplex	2 LUEs
One (1) Triplex; Fourplex: Condo Unit P.U.D. unit (6+ Units/Acre to 24 Units/Acre)	0.7 LUE/Unit
One (1) apartment Unit (24 + Units/Acre)	0.5 LUE/Unit
One (1) Hotel or Motel Room	0.5 LUE/Room

LUE CONVERSION

COMMERCIAL

Office	1 LUE/3000 Square Feet of Floor
Office Warehouse	1 LUE/4000 Square Feet of Floor
Retail; Shopping Center	1 LUE/1660 Square Feet of Floor
Restaurant; Cafeteria	1 LUE/200 Square Feet of Floor
Hospital	1 LUE/Bed
Rest Home	1 LUE/2 Beds
Church (worshippers services only)	1 LUE/70 Seats
School (includes Gym and Cafeteria)	1 LUE/13 Students

SAP

EXHIBIT "G"

ORDINANCE 95-07-~~66~~

AN ORDINANCE SETTING A FEE SCHEDULE FOR ALL FEES ASSESSED WITHIN THE VILLAGE OF BEE CAVE AND THE E.T.J.

BUILDING PERMIT FEES

1. Building Permits: \$0.10 per square foot of total foundation area including garages connected or not, porches, and patios, but not less than \$25.00.
2. Plumbing Permits:
 - (a) Residential: \$0.10 per square foot for total foundation and floor area, but not less than \$25.00. Water lines, gas lines, and sewer line permits not associated with regular plumbing permit: \$25.00 each.
 - (b) Commercial : \$0.10 per square foot for total foundation and floor area, but not less than \$25.00. \$0.05 per square foot for outside utility construction.
 - (c) Sprinkler System: \$0.05 per linear foot for outside system. \$0.10 per square foot for inside system. \$50.00 for inside, automatic extinguishing type.
3. Electrical Permits:
 - (a) Residential: \$0.10 per square foot of total foundation/floor area including porches and patios, but not less than \$25.00.
 - (b) Commercial : \$0.15 per square foot, of total foundation/floor area including porches and patios, but not less than \$25.00. or
 - (c) Commercial : \$0.10 per square foot for shell building, plus \$0.05 per square foot for lease space.
 - (d) Meter Loops : \$25.00 for 100 amp; \$40.00 for over 100 amp.
4. Mechanical Permits:
 - (a) Residential: \$100.00 per living unit plus \$25.00 per floor above the first floor.
 - (b) Commercial: \$100.00 for first 2,000 square feet of floor area, plus \$75.00 for each additional 2,500 square feet of floor area or part thereof. (fees are for heated and/or cooled area only).
5. Fire Code Permits:

\$60.00 for the first 20,000 square feet, and \$25.00 for each additional 10,000 square feet, or part of. Lease space build-out will be an additional \$20.00 each.

28

6. Gas Code Permits: \$25.00

7. Gasoline Permits: Gasline Pumps-\$25.00, Underground Bulk Storage \$75.00

8. Plan Review Fees:

- (a) Residential: \$35.00 for each plan.
- (b) Commercial: Shell Buildings: \$100.00 for the first 20,000 square feet, and \$25.00 for each additional 10,000 square feet, or part of.
- (c) Lease space build-out: \$35.00 each

9. Reinspection Fees:

\$25.00 for each reinspection due to locked buildings, or for each inspection that must be repeated, or red tagged.

10. Electrical License Fees:

(a) No fee is required, All electrical work done within performed within the Village, shall be required to be permitted by a Master Electrician licensed by the City of Austin, or Travis County, and will be required to file said licenses with the Village.

11. Engineering Fees:

For Subdivision Plats, Site Plan Reviews, Septic Reviews and Construction plan Reviews \$80.00 per hour.

12. Subdivision Plat Fees:

Preliminary Plats-\$500.00 plus \$100.00 per lot.
Final Plat-\$500.00 plus \$100.00 per lot

13. Board of Adjustments Fees:

Filing Fee-\$200.00, engineering and legal review fees at the rate of \$80.00 per hour. Additional consultants fees shall be paid as required by the Village.

14. Legal Notification Fees:

Legal Notification of property owners, \$5.00 per letter.

DBP

15. General Requirements:

(a) All permit fees and reinspection fees shall be paid prior to obtaining a final inspection.

(b) All engineering fees, legal fees, filing fees, and notification fees (if applicable) shall be paid prior to accepting such plat for filing and processing.

16. Inspection and Licensing of Private Sewage System:

(a) Single Family Dwellings, New and Modification of systems;(process application and field inspection) \$300.00. Reinspection and issuance of new License \$100.00.

(b) Commercial and Multiple Family Dwellings \$500.00. Reinspection and issuance of new License \$200.00.

17. Site Development Plan Fee:
\$50.00 per acre/\$50.00 minimum.

18. Sign Control Permit Fee: \$25.00

19. Fireworks Stand Permit Fees: \$150.00

20. Road Construction Inspection Fees: \$50.00 per linear foot.

21. Non-Point Source Pollution Fees:

	Small (0to5 ac)	Medium (5to100ac.)	Large (>100ac.)
Preliminary Plat	\$90.00	\$750.00	\$1,500.00
Final Plat	\$70.00	\$500.00	\$1,000.00
Construction Permit	\$100.00	\$750.00	\$1,500.00
Construction Inspection	\$200.00	\$1,000.00	\$4,000.00

Total Fees \$460.00 \$3,000.00 \$8,000.00

Note: Total Fees are to be collected before preliminary plat will be processed.

Utility Line Construction:

per linear foot	Small 0to1,000	Medium 1to5,000	Large >5000
	\$200.00	\$750.00	\$1,000.00

Revisions:

Preliminary Plat	\$100.00	\$150.00	\$200.00
Final Plat	\$100.00	\$150.00	\$200.00
Construction Permit	\$100.00	\$150.00	\$200.00

Annual Inspection: \$100.00 \$200.00 \$300.00

AP

22. Fees for Copies of Ordinances:

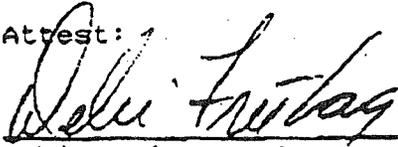
(a) Non-Point Source	\$3.00
(b) Zoning	\$4.00
(c) Septic Systems	\$3.00
(d) Sign Control	\$3.00
(e) Septic Construction Manual	\$3.00
(f) Site Development	\$3.00
(g) Landscape Plan	\$2.50
(h) LCRA NPS Manual	\$4.50

PASSED AND APPROVED THIS THE _____ DAY OF _____ 1995



Mayor Gene Butler

Attest:



Debi Freitag, City Secretary

DBP

EXHIBIT H

District Consent Resolution

RESOLUTION NO. _____

A RESOLUTION GRANTING THE CONSENT OF THE VILLAGE OF BEE CAVE, TEXAS, TO THE CREATION OF TRAVIS COUNTY MUNICIPAL UTILITY DISTRICTS NOS. 6, 7 AND 8 WITHIN THE VILLAGE'S EXTRATERRITORIAL JURISDICTION AND CORPORATE BOUNDARIES.

WHEREAS, the Village of Bee Cave received a Petition for Consent to the Creation of (i) a MUNICIPAL UTILITY DISTRICT (to be known as West Travis County Municipal Utility District No. __) for _____ acres located partially in the Village's extraterritorial jurisdiction and partially within the corporate limits of the Village, a copy of which petition is attached as Exhibit ____; (ii) a MUNICIPAL UTILITY DISTRICT (to be known as West Travis County Municipal Utility District No. __) for _____ acres located in the Village's extraterritorial jurisdiction, a copy of which petition is attached as Exhibit ____; and (iii) a MUNICIPAL UTILITY DISTRICT (to be known as West Travis County Municipal Utility District No. __) for _____ acres located in the Village's extraterritorial jurisdiction, a copy of which petition is attached as Exhibit H-1.

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.042 of the Local Government Code provide that land within a Village's extraterritorial jurisdiction or corporate boundaries may not be included within a district without the municipality's written consent; NOW, THEREFORE,

BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF BEE CAVE, TEXAS:

That the Village Council of the Village of Bee Cave, Texas, gives its written consent to (i) the creation of West Travis County Municipal Utility District No. __ on _____ acres of land, as described in the attached petition and the consent conditions attached thereto, (ii) the creation of West Travis County Municipal Utility District No. __ on _____ acres of land, and (iii) the creation of West Travis County Municipal Utility District No. _____ on _____ acres of land, as described in the petition and the consent conditions attached as Exhibit H-2.

PASSED AND APPROVED on the ____ day of _____, 1999.

Gene Butler, Mayor,
Village of Bee Cave

ATTEST:

APPROVED:

Village Secretary

Village Attorney

EXHIBIT "H-1"

CERTIFICATE OF RECEIPT

I hereby acknowledge that the attached Petition for Consent to the Creation of Travis County Municipal Utility Districts No. 6, 7 and 8 were delivered to the Village Clerk of the Village of Bee Cave, Texas on March 22, 1999.

By: Village Secretary
Name: Jesse Polanco

DA

PETITION FOR CONSENT TO THE CREATION OF
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 6

TO THE HONORABLE GOVERNING BODY OF THE VILLAGE OF BEE CAVE,
TEXAS:

The undersigned (herein the "Petitioner"), holding title to land hereinafter described by metes and bounds, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the governing body of the Village of Bee Cave, Texas, for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 6 (the "District").

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code.

III.

The District shall contain an area of 259.81 acres of land, more or less, situated in Travis County, Texas, save and except any land in the extraterritorial jurisdiction of the City of Austin. All of the land to be included in the District is within the extraterritorial jurisdiction of the Village of Bee Cave, Texas (the "Village"). All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District consists of one (1) tract described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

IV.

Petitioner holds title to land within the District and is the owner of a majority in value of such land, as indicated by the tax rolls of Travis County, Texas. The only lienholder on any portion of the land is NationsBank.

V.

The Petitioner represents there are no persons currently residing on the property.

VI.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the design, construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other design, construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants and enterprises as shall be consonant with all of the purposes for which the District is created.

VII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the Village of Bee Cave, Texas, and is in close proximity to populous and developed and developing sections of Travis County, Texas. There is not now available within the area, which will be developed for single family residential and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VIII.

Petitioner, by submission of this Petition, requests the Village's consent to the creation of the District containing the land as described by metes and bounds in the attached Exhibit "A".

IX.

A preliminary investigation has been made to determine the cost of the proposed District's project, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$8,200,000.

WHEREFORE, Petitioner prays that this petition be heard and that the Village Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the land described herein within the District.

RESPECTFULLY SUBMITTED this 19th day of MARCH, 1999.

CCNG PROPERTIES, L.P.,
a Texas limited partnership

BY: CCNG, INC.,
General Partner

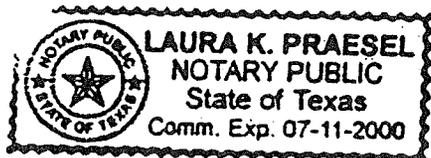
By: 
Daniel B. Porter
President
Date: MARCH 19, 1999

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 19th day of March, 1999, by Daniel B. Porter, President of CCNG, Inc., General Partner of CCNG Properties, L.P., a Texas limited partnership.

(Seal)



Laura K. Praesel
Notary Public Signature

DP

WEST TRAVIS COUNTY T.U.D. NO. 6

259.81 Acres

November 17, 1998

LEGAL DESCRIPTION: prepared from record information, of 259.81 acres of land, SAVE AND EXCEPT any land area not entirely within the one mile extraterritorial jurisdiction of the Village of Bee Cave, Texas; situated in the T.T. R.R. Company Survey No. 169, the I & G.N.R.R. Company Survey No. 57, the Jarboe Survey No. 498, the M. Williams Survey No. 900, the M. Williams Survey No. 901, and the D. Bohls Survey No. 905, all in Travis County, Texas; said 259.81 acres being more particularly described as follows:

COMMENCING at the most southerly corner of Lot 82, "Barton Creek Bluffs, Section Two", a subdivision of record in Book 81, Pages 186, and 187 of the Map Records of Travis County Texas; said corner is in the north right-of-way line of Shane Lane (50.00 feet wide);

THENCE, N15°09'41"W, with the southwest line of above said Lot 82, a distance of 31.87 feet to the POINT OF BEGINNING, on a curve to the right;

THENCE, leaving the said southwest line of Lot 82, and crossing a 313.298 acre tract, described in a conveyance to Limestone Cooper Properties, L.P. et. al., by a deed recorded in Volume 12710, Page 131 of the Deed Records of Travis County, Texas, with the said curve to the right having a central angle of 6°14'49", a radius of 5230.00 feet, a long chord of 569.95 feet (chord bears N71°14'27"W) for an arc distance of 570.23 feet to the point of intersection of a second curve to the right;

THENCE, continuing across the said 313.298 acre tract, with the said second curve to the right, having a central angle of 29°19'52", a radius of 5230.00 feet, a long chord of 2648.22 feet (chord bears N64°02'23"W) for an arc distance of 2677.36 feet to the point of tangency;

THENCE, N49°22'27"W, continuing across the 313.298 acre tract, 614.84 feet to a point in the southeast line of 377.50 acre tract described in a conveyance to Nellie Hampe Partnership I, Ltd., by a deed recorded in Volume 12617, Page 402 of the above said Deed Records, and further described in a correction deed recorded in Volume 13080, Page 427 of the said Deed Records, said point bears N61°98'16"E, a distance of 112.52 feet from the most southerly corner of the 377.50 acre tract;

THENCE, along the southerly line of the said 377.50 acre tract, for the following four (4) courses;

- (1) N61°58'16" E, a distance of 148.75 feet to an angle point;
- (2) N60°57'23" E, a distance of 167.17 feet to an angle point;
- (3) N61°24'36" E, a distance of 710.02 feet to an angle point;

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(4) N60°48'10" E, a distance of 89.37 feet to point for corner;

THENCE, leaving the above said south line and crossing the 313.298 acre tract, for the following eight (8) courses;

(1) S34°56'09" E, a distance of 294.25 feet to an angle point;

(2) S15°44'20" E, a distance of 218.85 feet to an angle point;

(3) S36°54'44"W, a distance of 163.65 feet to an angle point;

(4) S16°37'58" W, a distance of 140.05 feet to an angle point;

(5) S16°42'03" E, a distance of 283.02 feet to an angle point;

(6) S25°18'08" W, a distance of 130.43 feet to an angle point;

(7) S16°51'36" E, a distance of 95.08 feet to an angle point;

(8) S84°54'37" E, a distance of 192.99 feet to an angle point;

THENCE, N72°11'23"E, a distance of 677.64 feet to the point of curvature of a curve to the right;

THENCE, a length of 82.05 feet, along the arc of said curve to the right having a central angle of 9°23'26", a radius of 500.65 feet and a chord bearing N76°53'06"E, a distance of 81.96 feet;

THENCE, N81°34'49" E, a distance of 170.44 feet to the point of curvature of a curve to the left;

THENCE, a length of 175.58 feet, along the arc of said curve to the left having a central angle of 12°49'09", a radius of 784.77 feet and a chord bearing N75°10'15" E, a distance of 175.22 feet to the point of tangency;

THENCE, N68°45'40" E, a distance of 118.69 feet to the point of curvature of a curve to the left;

THENCE, a length of 93.10 feet, along the arc of said curve to the left having a central angle of 17°29'53", a radius of 304.84 feet and a chord bearing N60°00'43" E, a distance of 92.73 feet to the point of tangency;

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THENCE, N51°15'47" E, a distance of 227.81 feet to the point of curvature of a curve to the left;

THENCE, a length of 155.80 feet, along the arc of said curve to the left having a central angle of 6°49'45", a radius of 1307.09 feet and a chord bearing N47°50'55"E, a distance of 155.70 feet to the point of tangency;

THENCE, N44°26'02"E, a distance of 108.93 feet to the point of curvature of a curve to the left;

THENCE, a length of 66.38 feet, along the arc of said curve to the left having a central angle of 10°04'07", a radius of 377.75 feet and a chord bearing N39°23'58"E, a distance of 66.30 feet to the point of tangency;

THENCE, N34°21'55"E, a distance of 64.68 feet to the point of curvature of a curve to the right;

THENCE, a length of 72.56 feet, along the arc of said curve to the right having a central angle of 12°35'53", a radius of 330.00 feet and a chord bearing N40°39'51"E, a distance of 72.41 feet to a corner lying on the westerly end of Fandango Way, as dedicated by subdivision plat of "Barton Creek Bluffs, Section One", as recorded in Book 79, Page 363 and 364, of said Map Records;

THENCE, along the west line of "Barton Creek Bluffs, Section One", for the following two (2) courses;

- (1) N15°10'41"W, a distance of 9.77 feet to an angle point;
- (2) N14°53'55"W, a distance of 1348.24 feet to an angle point, for the northwest corner of Lot 26 of said "Barton Creek Bluffs, Section One", and being in the above said southerly line of the 377.50 acre tract;

THENCE, with the common line between the 230.92 acre tract, mentioned above, and the north line of "Barton Creek Bluffs, Section One", for the following eight (8) courses;

- (1) N59°29'25" E, 258.52 feet to an angle point,
- (2) N58°44'32" E, 97.42 feet to an angle point;
- (3) N51°29'09" E, 93.26 feet to an angle point;
- (4) N61°39'29" E, 180.53 feet to an angle point;

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- (5) N65°10'36" E, 8.39 feet to an angle point;
- (6) N66°48'36" E, 45.44 feet to an angle point;
- (7) N55°22'17" E, 217.12 feet to an angle point;
- (8) N34°55'54" E, 29.64 feet to an angle point in the center line of Little Barton Creek for the most northerly corner of Lot 25, "Barton Creek Bluffs, Section One";

THENCE, along the common line between "Barton Creek Bluffs, Section One" and the center line of Little Barton Creek, for the following seven (7) courses;

- (1) S38°09'50" E, 26.32 feet to an angle point;
- (2) S42°54'05" E, 389.37 feet to an angle point;
- (3) S58°08'41" E, 202.67 feet to an angle point;
- (4) S72°44'41" E, 186.24 feet to an angle point;
- (5) N56°17'19" E, 137.56 feet to an angle point;
- (6) N37°08'19" E, 158.10 feet to an angle point;
- (7) N17°38'19"E, 179.73 feet to the most northerly corner of Lot 17, "Barton Creek Bluff, Section One";

THENCE, S77°39'41"E, leaving the centerline of Little Barton Creek and following the north line of Lot 17, "Barton Creek Bluffs, Section One", 332.00 feet to the southeast corner of said Lot 17, in the northwest right-of-way line of Tortilla Flat (50.00 feet wide);

THENCE, S04°45'19" W, along the north line of Tortilla Flat, at a distance of 139.19 feet pass the point of curvature of a curve return in the intersection of Tortilla Flat, and Fandango Way, continuing across the right-of-way of Fandango Way, for a total distance of 212.58 feet to the point of intersection of the projected north line of said Tortilla Flat with the projected curving south right-of-way line of Fandango Way;

THENCE, along the said projected south line of Fandango Way, with a curve to the right having a central angle of 19°35'33", a radius of 270.00 feet, a long chord of 91.88 feet, (chord bears S85°57'28"E), at an arc distance of 66.10 feet pass the point of a

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curve return in the north corner of Lot 51, of "Barton Creek Bluffs, Section One" for a total arc distance of 92.33 feet to the point on tangency;

THENCE, S76°09'41" E, continuing with the south line of Fandango Way, 265.00 feet to the point of curvature of a curve to the left;

THENCE, continuing along the south line of Fandango Way, with the said curve to the left having a central angle of 81°55'12", a radius of 330.00 feet, a long chord of 432.65 feet (chord bears N62°52'41"E) for an arc distance of 471.83 feet to a point in the northerly line of Lot 54 of "Barton Creek Bluffs, Section One";

THENCE, N11°42'06"W, with the east line of Fandango Way, as shown on the recorded plat of "Barton Creek Bluffs, Section One", 19.07 feet to an angle point;

THENCE, N41°35'41"W, continuing with the east line of Fandango Way, 23.00 feet to an angle point;

THENCE, N03°03'41"W, continuing with the said east line of Fandango Way, 93.98 feet to an angle point;

THENCE, N11°11'41"W, at a distance of 76.67 feet to the most northerly corner of Fandango Way, as shown on the above said records plat in "Barton Creek Bluffs, Section One";

THENCE, N11°21'43"W, 139.91 feet to an angle point;

THENCE, N04°43'05"E, 153.04 feet to an angle point;

THENCE, N06°10'12"E, 189.62 feet to a point on the curving southwest right-of-way line of State Highway No. 71;

THENCE, along the southwest right-of-way line of State Highway No. 71, with a curve to the right having a central angle of 2°12'40", a radius of 11369.20 feet, a long chord of 438.73 (chord bears S37°15'58"E), at an arc distance of 74.10 feet pass the northwest corner of a 3.30 acre tract conveyed to NAJD II, Corporation by a deed record in Volume 11933, Page 1633 of the above said Deed Records, for a total arc distance of 438.75 feet to the point of tangency, said point is 90.00 feet offset from State Highway Engineer's Centerline Station 1510 + 50.8;

THENCE, S36°04'02"E, continuing with the southwest line of State Highway No. 71, a distance of 283.00 feet to the most easterly corner of the above said 3.30 acre tract;

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THENCE, leaving the said southwest line of State Highway No. 71, with the southeast line of the 3.30 acre tract, for the following four (4) courses:

- (1) S61°56'31"W, 44.39 feet to an angle point;
- (2) S49°41'31"W, 93.97 feet to an angle point;
- (3) S52°41'31"W, 86.48 feet to an angle point;
- (4) S55°04'31"W, 80.90 feet to the most easterly southeast corner of Lot 54 of above said "Barton Creek Bluffs, Section One", and the center of Barton Creek;

THENCE, along the above said centerline of Barton Creek and the east line of "Barton Creek Bluffs, Section One", for the following five (5) courses:

- (1) S17°55'19"W, 51.49 feet to an angle point;
- (2) S21°45'19"W, 77.80 feet to an angle point;
- (3) S02°03'41"E, 136.80 feet to an angle point;
- (4) S03°34'41"E, 212.80 feet to an angle point;
- (5) S03°16'41"E, 290.00 feet to the south southeast corner of Lot 52 of said "Barton Creek Bluffs, Section One", being the most northerly corner of Lot 59, "Barton Creek Bluffs, Section Three", a subdivision of record in Book 81, Page 188 of the Map Records of Travis County Texas;

THENCE, along the easterly line of said "Barton Creek Bluffs, Section Three", for the following five (5) courses;

- (1) S03°16'41"E, 490.20 feet to an angle point;
- (2) S64°05'41"E, 361.80 feet to an angle point;
- (3) S60°50'41"E, 97.60 feet to an angle point;
- (4) S62°47'41"E, 74.32 feet to an angle point;
- (5) S54°40'41"E, 73.22 feet to the most easterly corner of Lot 62 "Barton Creek Bluffs, Section Three";

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THENCE, S51°28'19"W, 795.52 feet to the most southerly corner of above said Lot 62, "Barton Creek Bluffs, Section Three", in the east right-of-way line of Musket Rim (50.00 ft. wide street);

THENCE, S56°29'19"W, crossing Musket Rim, 50.00 feet to a point in the west line of said Musket Rim and the east line of Lot 65 "Barton Creek Bluffs, Section Four," a subdivision of record in Book 81, Page 191 of the Map Records of Travis County, Texas;

THENCE, along the west line of Musket Rim, and the east line of said "Barton Creek Bluffs, Section Four", for the following seven (7) courses;

- (1) S33°30'41"E, 82.43 feet to the point of curvature of a curve to the right;
- (2) With the said curve to the right having a central angle of 59°17'58", a radius of 175.00 feet, a long chord of 173.14 feet, (chord bears S03°51'42"E), for an arc distance of 181.12 feet;
- (3) S25°47'19"W, 114.72 feet to the point of curvature of a curve to the right;
- (4) With the said curve to the right having a central angle of 16°00'02", a radius of 188.46 feet, a long chord of 52.46 feet (chord bears S33°47'20"W) for an arc distance of 52.63 feet;
- (5) S41°47'19"W, 245.53 feet to the point of curvature of a curve to the left;
- (6) With the said curve to the left having a central angle of 14°56'59", a radius of 253.64 feet, a long chord of 65.99 feet (chord bears S34°18'49"W) for an arc distance of 66.18 feet;
- (7) S26°50'14"W, at 390.48 feet pass the curve return at the most southerly corner of Lot 21 of "Barton Creek Bluffs, Section Four" at the intersection of Musket Rim with Windago Way (50.00 feet wide), continuing for a total distance of 470.90 feet to the cusp of a curve of the curve return at the intersection of the northwest line of Musket Rim and the west right-of-way line of Windago Way;

THENCE, along the west line of Windago Way, with a curve to the left, having a central angle of 83°17'55", a radius of 15.00 feet, a long chord of 19.94 feet (chord bears N14°48'44"W), for an arc distance of 21.81 feet;

THENCE, N56°27'41"W, continuing with the west line of Windago Way, 228.54 feet to the most northerly corner of a 7.354 acre tract describing in a deed to NAJD, II, Corporation, recorded in Volume 11933, Page 1633 of the said Deed Records, being the most easterly corner of Lot 94 of above said "Barton Creek Bluffs, Section Two";

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THENCE, S45°39'48"W, with the northwest line of the 7.354 acre tract, 270.08 feet to the common southern corner of Lot 91 and 94 of "Barton Creek Bluffs, Section Two";

THENCE, S32°15'48"W, continuing with the aforementioned northwest line of the 7.354 acre tract, 254.21 feet to the common southerly corner of Lots 90 and 91 "Barton Creek Bluffs, Section Two";

THENCE, S29°34'21"W, 226.57 feet to the most westerly corner of the 7.354 acre tract and the most southerly corner of Lot 90, "Barton Creek Bluffs, Section Two";

THENCE, along the southwest line of above said Lot 90, "Barton Creek Bluffs," and the northeast right-of-way line of A. Jeffrey Way, for the following three (3) courses;

- (1) N57°47'56"W, 280.34 feet to the point of curvature of a curve to the right;
- (2) With the said curve to the right having a central angle of 31°15'09", a radius of 241.64 feet, a long chord of 130.18 feet (chord bears N42°09'07"W), for an arc distance of 131.81 feet to the point of compound curvature of a curve return at the intersection of this line with the southeast right-of-way line of Shane Lane (50.00 feet wide);
- (3) With the curve return of the said curve to the right having a central angle of 89°58'51", a radius of 15.00 feet, a long chord of 21.21 feet (chord bears N18°27'53"E), for an arc distance of 23.56 feet, to a point in the southerly line of Shane Lane;

THENCE, N26°32'41"W, crossing Shane Lane, 50.00 feet to a point in the north line of Shane Lane and the south line of Lot 80, "Barton Creek Bluffs, Section Two";

THENCE, along the north line of Shane Lane and the south line of Lot 80, 81 and 82 of "Barton Creek Bluffs, Section Two", for the following three (3) courses;

- (1) S63°27'19"W, 170.39 feet to the point of curvature of a curve to the right;
- (2) With the said curve to the right having a central angle of 13°34'03", a radius of 185.18 feet, a long chord of 43.75 feet (chord bears S70°14'20" W) for an arc distance of 43.85 feet;
- (3) S77°01'19"W, 429.58 feet to a point in the above said south line of Lot 82 of "Barton Creek Bluffs, Section Two";

DBP

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THENCE, crossing said Lot 82, with a curve to the right having a central angle of $0^{\circ}44'14''$, a radius of 5230.00 feet, a long chord of 67.30 feet (chord bears $N74^{\circ}43'59''W$) for an arc distance of 67.30 feet to the POINT OF BEGINNING and CONTAINING within these metes and bounds 259.81 acres of land area, SAVE AND EXCEPT, any land area described herein that is determined not to be within the one mile extraterritorial jurisdiction of the Village of Bee Cave, Texas.

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**PETITION FOR CONSENT TO THE CREATION OF
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 7**

TO THE HONORABLE GOVERNING BODY OF THE VILLAGE OF BEE CAVE,
TEXAS:

The undersigned (herein the "Petitioner"), holding title to land hereinafter described by metes and bounds, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the governing body of the Village of Bee Cave, Texas, for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 7 (the "District").

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code.

III.

The District shall contain an area of 228.05 acres of land, more or less, situated in Travis County, Texas, save and except any land in the extraterritorial jurisdiction of the City of Austin. All of the land to be included in the District is within the extraterritorial jurisdiction of the Village of Bee Cave, Texas (the "Village"). All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District consists of one (1) tract described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

IV.

Petitioner holds title to land within the District and is the owner of a majority in value of such land, as indicated by the tax rolls of Travis County, Texas. There are no lienholders on any portion of the land within the District.

V.

The Petitioner represents there are no persons currently residing on the property.

VI.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the design, construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other design, construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants and enterprises as shall be consonant with all of the purposes for which the District is created.

VII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the Village of Bee Cave, Texas, and is in close proximity to populous and developed and developing sections of Travis County, Texas. There is not now available within the area, which will be developed for single family residential and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VIII.

Petitioner, by submission of this Petition, requests the Village's consent to the creation of the District containing the land as described by metes and bounds in the attached Exhibit "A".

IX.

A preliminary investigation has been made to determine the cost of the proposed District's project, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$15,400,000.

WHEREFORE, Petitioner prays that this petition be heard and that the Village Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the land described herein within the District.

RESPECTFULLY SUBMITTED this 19th day of MARCH, 1999.

By: [Signature]
DANIEL B. PORTER,
an individual.

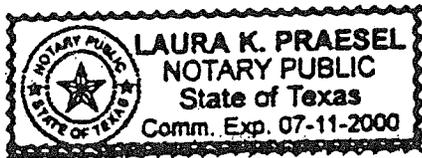
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 19th day of March, 1999, by Daniel B. Porter, an individual.

[Signature]
Notary Public Signature

(Seal)



[Handwritten initials]

LEGAL DESCRIPTION, PREPARED FROM RECORD INFORMATION, OF 228.05 ACRES OF LAND, SAVE AND EXCEPT ANY LAND AREA NOT ENTIRELY WITHIN THE ONE MILE EXTRATERRITORIAL JURISDICTION OF THE VILLAGE OF BEE CAVE, TEXAS, BEING A PORTION OF THE FOLLOWING SURVEYS, ALL IN TRAVIS COUNTY, TEXAS; A PORTION OF THE ORRAN WADE SURVEY NO. 540, ABSTRACT NO. 811; A PORTION OF THE MATTHEW WILLIAMS SURVEY NO. 900, ABSTRACT NO. 823; A PORTION OF THE D. BOHLS SURVEY NO. 905, ABSTRACT NO. 129; A PORTION OF THE TYLER TAP R.R. CO. SURVEY NO. 169, ABSTRACT NO. 2179; A PORTION OF THE I. & G. N. R.R. CO. SURVEY NO. 57, ABSTRACT NO. 2109; A PORTION OF THE FREDRICH C. PECHT SURVEY NO. 68, ABSTRACT NO. 635; AND A PORTION OF THE JARRETT MEDLIN SURVEY NO. 520, ABSTRACT NO. 539; AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING in the approximate centerline of Little Barton Creek and on the most easterly southeast line of that 377.50 acre tract, as described in a Correction Warranty Deed from Nellie M. Hampe to Nellie Hampe Partnership I, Ltd., in Volume 13080, Page 427, real Property Records of Travis County, Texas, being the north corner of Lot 25, Barton Creek Bluffs, Section One, a subdivision of record in Plat Book 79, Page 363-364, Plat Records of Travis County, Texas, the south corner of that 7.5 acre tract, as described in a deed from Nellie Moehring to Terry E. Boothe in Volume 12227, Page 343 of the said Real Property Records of Travis County, Texas, and being the most southerly, west corner of that 47.81 acre tract, designated as Tract 1 and described in a deed from NAJD II Corp. to Limestone Springs Properties L.P. in Volume 12661, Page 42 of the said Real Property Records of Travis County, Texas, for the most easterly corner of the herein described tract;

THENCE, with the southeast line of the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract and the northwest line of Lots 25 and 26 of said Barton Creek Bluffs, Section One, courses numbered 1 through 8 inclusive as follows:

- (1) S 34°55'54" W, 29.64 feet to an angle point;
- (2) S 55°22'17" W, 217.12 feet to an angle point;
- (3) S 66°48'36" W, 45.44 feet to an angle point;
- (4) S 65°10'36" W, 8.39 feet to an angle point;
- (5) S 61°39'29" W, 180.53 feet to an angle point;
- (6) S 51°29'09" W, 93.26 feet to an angle point;
- (7) S 58°44'32" W, 97.42 feet to an angle point;

D&P

- (8) S 59°29'25" W, 258.52 feet to the west corner of said Lot 26, Barton Creek Bluffs, Section One, being the most northerly corner of that 313.298 acre tract, designated as Tract Five and conveying an undivided one-third (1/3) interest as described in a Special Warranty Deed from NAJD II Corp. to Limestone Rost Properties L.P. in Volume 12710, Page 131, Real Property Records of Travis County, Texas;

THENCE, with the southeast line of the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract and the northwest line of the said Limestone Rost Properties L.P., Tract Five of 313.298 acres, courses numbered 9 through 22 inclusive as follows:

- (9) S 61°07'44" W, 410.26 feet to an angle point;
- (10) S 61°20'35" W, 227.71 feet to an angle point;
- (11) S 60°54'26" W, 220.22 feet to an angle point;
- (12) S 60°00'06" W, 248.07 feet to an angle point;
- (13) S 60°26'09" W, 322.54 feet to an angle point;
- (14) S 61°09'27" W, 105.35 feet to an angle point;
- (15) S 61°16'26" W, 62.85 feet to an angle point;
- (16) S 61°02'01" W, 242.42 feet to an angle point;
- (17) S 60°48'10" W, 236.44 feet to an angle point;
- (18) S 61°24'36" W, 710.02 feet to an angle point;
- (19) S 60°57'23" W, 167.17 feet to an angle point;
- (20) S 61°58'16" W, 148.75 feet to a point from which the most southerly southeast corner of the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract, being the northwest corner of the said Limestone Rost Properties L.P. Tract Five of 313.298 acres, bears S61°58'16" W, 112.52 feet, being also in a north line of that 198.38 acre tract, designated as Tract 1 and conveying an undivided 10/224.442 interest as described in a deed from Phil Mockford, et ux, to Dale Mockford in Volume 12328, Page 226, Real Property Records of Travis County, Texas,

ABP

- (21) N49°22'27"W, crossing the said 377.50 acre tract, 248.83 feet to an angle point;
- (22) N87°36'05"W, 582.58 feet to a point on the common line between the Nellie Hampe Partnership I, Ltd., 377.50 acre tract, and the said Dale Mockford Tract, I of 198.38 acres;

THENCE, with the most southerly west line of the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract, and an east line of the said Dale Mockford Tract I of 198.38 acres, being also along or near the west line of the said I. & G. N. R.R. Co. Survey No. 57 and along or near an east line of the said Elizabeth Heinzen Survey No. 170, courses numbered 23 through 24 inclusive as follows:

- (23) N20°00'54" E, 473.09 feet to an angle point;
- (24) N18°15'13" E, 902.17 feet to the northeast corner of the said Dale Mockford, Tract I of 198.38 acres, being the most southerly southeast corner of that 307.28 acre tract, save and except 6.5 acre tract, conveying an undivided one-third (1/3) interest as described in a Special Warranty Deed from NAJD II Corp., to Limestone Cooper Properties L.P., in Volume 12710, Page 93, Real Property Records of Travis County, Texas, and being a northeast corner of the said Elizabeth Heinzen Survey No. 170 and at or near the southeast corner of the said Fredrich C. Pecht Survey No. 68;

THENCE, with the most southerly west line of the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract, and the most southerly east line of the said Limestone Cooper Properties L.P., 307.28 acre tract, save and except 6.5 acre tract, being also along or near the west line of the said I. & G. N. R.R. Co. Survey No. 57 and along or near the east line of the said Fredrich C. Pecht Survey No. 68, courses numbered 25 through 28 inclusive as follows:

- (25) N 15°46'59" E, 110.63 feet to an angle point;
- (26) N 14°58'40" E, 437.57 feet to an angle point;
- (27) N 15° 03'59" E, 1207.32 feet to an angle point;
- (28) N 14°54'34" E, 184.60 feet to an angle point;

THENCE, with a west line of the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract, and the east line of the said Limestone Cooper Properties L.P., 307.28 acre tract, save and except 6.5 acre tract, courses numbered 29 through 35 inclusive as follows:

- (29) N 4°34'33" E, 357.58 feet to an angle point;

ABP

228.05 Acres

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- (30) N 0°56'10" E, 19.52 feet to an angle point;
- (31) N 18°05'32" E, 354.04 feet to an angle point;
- (32) N 17°44'08" E, 125.36 feet to an angle point;
- (33) N 16°10'59" E, 48.14 feet to a northwest corner of the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract, and an interior corner of the said Limestone Cooper Properties L.P., 307.28 acre tract, save and except 6.5 acre tract, for the most westerly northwest corner of the herein described tract;
- (34) S 86°31'05" E, 114.21 feet to an interior corner of the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract, and a southeast corner of the said Limestone Cooper Properties L.P., 307.28 acre tract, save and except 6.5 acre tract, for an interior corner of the herein described tract;
- (35) N 0°27'22" W, 60.35 feet to the approximate centerline of Little Barton Creek, for a northwest corner of the herein described tract;

THENCE, crossing the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract, and with the meanders of the approximate centerline of Little Barton Creek, courses numbered 36 through 39 inclusive as follows:

- (36) S 67°56'58" E, 234.93 feet to an angle point;
- (37) S 73°39'37" E, 132.84 feet to an angle point;
- (38) N 76°46'55" E, 72.71 feet to an angle point;
- (39) S 51°18'52" E, 206.04 feet to an angle point;

THENCE, crossing the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract, courses numbered 40 through 50 inclusive as follows:

- (40) N 28°16'45" E, 95.96 feet to the southwest corner of a 33 foot wide ingress and egress easement;
- (41) With the south line of the said 33 foot wide ingress and egress easement, S 71°15'35" E, 33.46 feet to an angle point for the southeast corner of the said 33 foot wide ingress and egress easement;
- (42) S 28°16'45" W, 58.89 feet to an angle point;

- (43) S 47°19'33" E, 156.11 feet to an angle point;
- (44) S 45°15'04" E, 83.42 feet to an angle point;
- (45) S 46°21'28" E, 138.83 feet to an angle point;
- (46) S 37°41'42" E, 210.21 feet to an angle point;
- (47) S 35°45'54" E, 216.04 feet to an angle point;
- (48) S 49°29'10" E, 226.86 feet to an angle point;
- (49) S 82°37'12" E, 123.96 feet to an angle point;
- (50) S 13°37'54" E, a distance of 145.87 feet to a point in the approximate centerline of Little Barton Creek;

THENCE, crossing the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract, and being with the meanders of the approximate centerline of Little Barton Creek, courses numbered 51 through 61 inclusive as follows:

- (51) N 89°24'34" E, 14.54 feet to an angle point;
- (52) N 74°27'52" E, 76.36 feet to an angle point;
- (53) N 69°30'46" E, 57.18 feet to an angle point;
- (54) N 10°55'42" E, 72.16 feet to an angle point;
- (55) N 6°13'03" E, 87.44 feet to an angle point;
- (56) N 17°31'03" E, 183.41 feet to an angle point;
- (57) N 2°31'30" E, 132.29 feet to an angle point;
- (58) N 27°06'39" W, 97.98 feet to an angle point;
- (59) N 11°28'07" W, 96.42 feet to an angle point;
- (60) N 5°10'23" E, 96.39 feet to an angle point;
- (61) N 21°21'24" E, 184.11 feet to an angle point;

228.05 Acres

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THENCE, crossing the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract, courses numbered 62 through 65 inclusive as follows:

- (62) S 68°29'26" E, 187.28 feet to an angle point;
- (63) N 37°09'08" E, 183.34 feet to an angle point;
- (64) N 45°47'39" E, 166.73 feet to an angle point;
- (65) N 25°51'31" W, 199.64 feet to the approximate centerline of Little Barton Creek;

THENCE, crossing the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract, with the meanders of the approximate centerline of Little Barton creek, courses numbered 66 through 69 inclusive as follows:

- (66) N 82°42'50" E, 25.82 feet to an angle point;
- (67) N 43°55'23" E, 43.23 feet to an angle point;
- (68) N 51°12'50" E, 49.09 feet to an angle point;
- (69) N 70°07'52" E, 7.62 feet to a point on the curving city limit line of the Village of Bee Cave, Texas;
- (70) THENCE, with the city limit line of the Village of Bee Cave, along a curve to the right, having a central angle of 8°47'39" , a radius of 3319.72 feet, a long chord of 509.03 feet (chord bears S55°35'37"E) for an arc distance of 509.53 feet to the approximate center of Little Barton Creek;

THENCE, continuing with the meanders of the said approximate center of Little Barton Creek the following courses numbered 71 through 81;

- (71) S 8°47'21" W, 124.90 feet to an angle point;
- (72) S 16°14'37" W, 425.53 feet to an angle point;
- (73) S 69°22'52" W, 182.19 feet to an angle point;
- (74) S 17°28'08" W, 132.72 feet to an angle point;
- (75) S 15°45'56" W, 380.06 feet to an angle point;

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- (76) S 4°32'21" W, 264.43 feet to an angle point;
- (77) S 7°45'10" E, 182.34 feet to an angle point;
- (78) S 11°02'01" E, 92.56 feet to an angle point;
- (79) S 29°48'13" E, 83.99 feet to an angle point;
- (80) S 49° 16'14" E, 79.86 feet to an angle point;
- (81) Crossing the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract,
N 72°09'06" E, 68.80 feet to the approximate centerline of Little Barton Creek;

THENCE, crossing the said Nellie Hampe Partnership I, Ltd., 377.50 acre tract, with the approximate centerline of Little Barton Creek, courses numbered 82 through 87 inclusive as follows:

- (82) S 81°08'05" E, 91.26 feet to an angle point;
- (83) S 47°21'56" E, 130.00 feet to an angle point;
- (84) S 67° 07'59" E, 119.41 feet to an angle point;
- (85) S 54°12'16" E, 175.64 feet to an angle point;
- (86) S 38°37'00" E, 153.44 feet to an angle point;
- (87) S 47°39'08" E, 115.52 feet to the southwest line of the said Terry E. Boothe, 7.5 acre tract;
- (88) With the southwest line of the said Terry E. Boothe, 7.5 acre tract, along or near the approximate centerline of Little Barton Creek, S 42°40'27" E, 142.20 feet to the POINT OF BEGINNING of the herein described tract, containing 228.05 acres of land, SAVE AND EXCEPT, any land area described herein that is determined not to be within the one mile extraterritorial jurisdiction of the Village of Bee Cave, Texas;

**PETITION FOR CONSENT TO THE CREATION OF
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 8**

TO THE HONORABLE GOVERNING BODY OF THE VILLAGE OF BEE CAVE,
TEXAS:

The undersigned (herein the "Petitioner"), holding title to land hereinafter described by metes and bounds, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the governing body of the Village of Bee Cave, Texas, for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 8 (the "District").

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code.

III.

The District shall contain an area of 300.80 acres of land, more or less, situated in Travis County, Texas, save and except any land in the extraterritorial jurisdiction of the City of Austin. All of the land to be included in the District is partially within the corporate limits and partially within the extraterritorial jurisdiction of the Village of Bee Cave, Texas (the "Village"). All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District consists of one (1) tract described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

IV.

Petitioner holds title to land within the District and is the owner of a majority in value of such land, as indicated by the tax rolls of Travis County, Texas. The only lienholder on any portion of the land is NationsBank.

V.

The Petitioner represents there are five (5) persons currently residing on the property.

VI.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the design, construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other design, construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants and enterprises as shall be consonant with all of the purposes for which the District is created.

VII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the Village of Bee Cave, Texas, and is in close proximity to populous and developed and developing sections of Travis County, Texas. There is not now available within the area, which will be developed for single family residential and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VIII.

Petitioner, by submission of this Petition, requests the Village's consent to the creation of the District containing the land as described by metes and bounds in the attached Exhibit "A".

IX.

A preliminary investigation has been made to determine the cost of the proposed District's project, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$6,200,000.

WHEREFORE, Petitioner prays that this petition be heard and that the Village Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the land described herein within the District.

RESPECTFULLY SUBMITTED this 19th day of March, 1999.

CCNG PROPERTIES, L.P.,
a Texas limited partnership

BY: CCNG, INC.,
General Partner

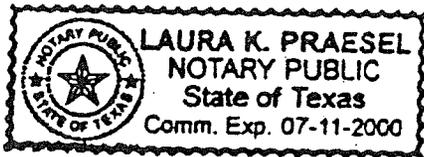
By: [Signature]
Daniel B. Porter
President
Date: MARCH 19, 1999

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 19th day of March, 1999, by Daniel B. Porter, President of CCNG, Inc., General Partner of CCNG Properties, L.P., a Texas limited partnership.

(Seal)



[Signature]
Notary Public Signature

[Handwritten mark]

WEST TRAVIS COUNTY M.U.D. NO. 8

300.80 Acres

February 5, 1999

LEGAL DESCRIPTION: BEING 300.80 ACRES OF LAND SAVE AND EXCEPT ANY LAND AREA NOT ENTIRELY WITHIN THE ONE MILE EXTRATERRITORIAL JURISDICTION OF THE VILLAGE OF BEE CAVE, TEXAS, LYING IN AND SITUATED OUT OF THE JARRETT MEDLIN SURVEY NO. 520 FRED C. PECHT SURVEY NO. 38 AND THE H. OTTENS SURVEY NO. 55, ALL IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT 307.28 ACRE TRACT OF LAND CONVEYED TO LIMESTONE ROST PROPERTIES LP., AT AL. BY DEED RECORDED IN VOLUME 12710, PAGE 93 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 300.80 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point on the southerly right-of-way line of State Highway 71 for the northwest corner of that certain 6.50 acre tract of land conveyed to the Village of Bee Cave by deed recorded in Volume 11874, Page 69 of said Deed Records, said 6.50 acre tract being all of Lot 1 of "Park Place", a subdivision of record in Book 94, Page 47 of the Plat Records of Travis County, Texas;

THENCE, along said 6.50 acre tract, for the following five (5) courses:

- (1) S3°27'37"E, a distance of 505.43 feet to a point;
- (2) S45°53'11"E, a distance of 559.74 feet to the southeasterly corner of said 6.50 acre tract;
- (3) N37°28'46"E, a distance of 504.60 feet to the easterly northeast corner of said 6.50 acre tract;
- (4) N66°03'56"W, a distance of 636.30 feet to an angle point;
- (5) N13°22'09"W, a distance of 248.10 feet to the southerly right-of-way line of State Highway 71, for the northeast corner of said 6.50 acre tract;

THENCE, N86°27'52"E, a distance of 70.52 feet along said right-of-way line to the westerly corner of a 0.49 acre tract conveyed to Limestone Creek Properties L.P., by deed recorded in Volume 12080, Page 2245 of said Deed Records;

THENCE, S71°28'46"E, a distance of 307.13 feet to the southeast corner of said 0.49 acre tract and southwest corner of that certain 0.76 acre tract conveyed to Marine Construction, Inc., by deed recorded in Volume 13035, Page 1463 of said Deed Records;

THENCE, S83°44'35"E, a distance of 23.41 feet to an angle point and S72°30'52"E, a distance of 220.59 feet to a point for the southeast corner of said 0.76 acre tract and southwest corner of the former Bee Cave School tract;

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THENCE, S 76°53'07"E, a distance of 83.70 feet to a point, and S76°15'09"E, a distance of 18.05 feet to the southwest corner of that certain 0.69 acre tract conveyed to Southwestern Bell Telephone by deed recorded in Volume 2365, Page 147 of the said Deed Records;

THENCE, S74°59'21"E, a distance of 158.04 feet to the southeast corner of said 0.69 acre tract and southwest corner of that certain 0.76 acre tract conveyed to R.R. Emerson by deed recorded in volume 8425, Page 955 of said Deed Records;

THENCE, along the south line of said Emerson tract, for the following three (3) courses:

- (1) S75°32'22"E, a distance of 60.07 feet to an angle point;
- (2) S76°59'41"E, a distance of 37.05 feet to an angle point;
- (3) S74°56'54"E, a distance of 67.97 feet to the southeast corner of said Emerson tract and the southwest corner of that certain 1.72 acre tract conveyed to James T. O'Conner by deed recorded in Volume 11918, Page 709 of said Deed Records;

THENCE, S76°23'57"E, a distance of 437.50 feet to the northeast corner hereof, being the southeast corner of said O'Conner tract and lying on the westerly line that certain 377.50 acre tract conveyed to the Nellie Hampe Partnership I, Ltd., by deed recorded in Volume 13080, Page 427 of said Deed Records;

THENCE, along the east line hereof and west line of said 377.50 acre tract, for the following twenty-four (24) courses:

- (1) S33°42'30"W, a distance of 93.55 feet to an angle point;
- (2) S35°00'21"W, a distance of 104.79 feet to an angle point;
- (3) S13°57'02"W, a distance of 343.19 feet to an angle point;
- (4) S14°42'26"W, a distance of 210.64 feet to an angle point;
- (5) S26°45'20"W, a distance of 206.55 feet to an angle point;
- (6) S16°34'20"W, a distance of 108.26 feet to an angle point;
- (7) S15°10'12"W, a distance of 107.85 feet to an angle point;
- (8) S13°05'15"W, a distance of 191.33 feet to an angle point;

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- (9) S49°34'33"E, a distance of 240.93 feet to an angle point;
- (10) S66°28'21"E, a distance of 60.09 feet to an angle point;
- (11) S75°50'14"E, a distance of 108.18 feet to an angle point;
- (12) S76°02'05"E, a distance of 56.14 feet to an ell corner hereof;
- (13) S7°13'08"E, a distance of 73.59 feet to an angle point;
- (14) S0°24'47"E, a distance of 91.10 feet to an ell corner hereof;
- (15) N86°31'05"W, a distance of 114.21 feet to an ell corner hereof;
- (16) S16°10'59"W, a distance of 48.14 feet to an angle point;
- (17) S17°44'08"W, a distance of 125.36 feet to an angle point;
- (18) S18°05'32"W, a distance of 354.04 feet to an angle point;
- (19) S0°56'10"W, a distance of 19.52 feet to angle point;
- (20) S4°34'33"W, a distance of 357.58 feet to angle point;
- (21) S14°54'34"W, a distance of 184.60 feet to an angle point;
- (22) S15°03'59"W, a distance of 1207.32 feet to an angle point;
- (23) S14°58'40"W, a distance of 437.57 feet to an angle point;
- (24) S15°46'59"W, a distance of 110.63 feet to the southeast corner hereof and northeast corner of that certain 198.38 acre tract conveyed to Wroe Owens by deed recorded in Volume 2815, Page 373 of said Deed Records;

THENCE, along the south line hereof and north line of said 198.38 acre tract, for the following six (6) courses;

- (1) N74°33'38"W, a distance of 283.46 feet to an angle point;
- (2) N71°18'56"W, a distance of 143.50 feet to an angle point;
- (3) N75°18'14"W, a distance of 142.54 feet to an angle point;
- (4) N76°12'14"W, a distance of 179.83 feet to an angle point;

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WEST TRAVIS COUNTY M.U.D. NO. 8

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- (5) N75°07'39"W, a distance of 424.78 feet to an angle point;
- (6) N76°00'38"W, a distance of 360.83 feet to the northwest corner of said 198.38 acre tract and northerly corner of Lot 14, The Homestead, a subdivision as recorded by plat in Volume 75, Page 32 of Plat Records of Travis County, Texas;

THENCE, continuing along the south line hereof and north line of said The Homestead subdivision, for the following four (4) courses;

- (1) N76°15'34"W, a distance of 221.05 feet to an angle point;
- (2) N74°32'19"W, a distance of 191.50 feet to the common corner of Lots 15 and 16 of said subdivision;
- (3) N75°49'21"W, a distance of 576.14 feet to an angle point;
- (4) N75°21'38"W, a distance of 416.75 feet to the southwest corner hereof and southeast corner of Lot 22, The Homestead, Section Three, a subdivision as recorded by plat in Volume 78, Pages 165-167 of said Plat Records;

THENCE, along the west line hereof and east line of said subdivision, for the following fourteen (14) courses;

- (1) N14°59'56"E, a distance of 232.10 feet to an angle point;
- (2) N15°06'55"E, a distance of 237.25 feet to an angle point;
- (3) N15°03'07"E, a distance of 236.50 feet to an angle point;
- (4) N14°54'25"E, a distance of 175.17 feet to an angle point;
- (5) N15°10'09"E, a distance of 253.29 feet to an angle point;
- (6) N15°00'29"E, a distance of 168.80 feet to an angle point;
- (7) N15°05'19"E, a distance of 249.04 feet to an angle point;
- (8) N15°03'56"E, a distance of 189.35 feet to an angle point;
- (9) N15°00'51"E, a distance of 171.76 feet to an angle point;

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- (10) N51°10'55"W, a distance of 170.18 feet to an angle point;
- (11) N50°20'27"W, a distance of 153.52 feet to an angle point;
- (12) N51°07'37"W, a distance of 125.37 feet to an angle point;
- (13) N51°00'19"W, a distance of 95.08 feet to an angle point;
- (14) N51°10'17"W, a distance of 99.45 feet to an ell corner hereof and angle point of Lot 4 of said subdivision;

THENCE, continuing with the west line hereof and the remainder of that certain 449.405 acre tract conveyed to Jeff E. Geeslin, Trustee by deed recorded in Volume 5748, Page 934 of said Deed Records, for the following twenty (20) courses;

- (1) N37°22'24"E, a distance of 254.82 feet to an angle point;
- (2) N38°19'08"E, a distance of 103.85 feet to an angle point;
- (3) N27°52'13"E, a distance of 56.99 feet to an angle point;
- (4) N44°27'27"W, a distance of 13.10 feet to an angle point;
- (5) N14°26'13"W, a distance of 18.93 feet to an angle point;
- (6) N23°14'30"W, a distance of 26.56 feet to an angle point;
- (7) N40°12'26"W, a distance of 26.41 feet to an angle point;
- (8) N3°47'34"W, a distance of 61.89 feet to an angle point;
- (9) N76°06'31"W, a distance of 55.51 feet to an angle point;
- (10) N17°14'58"E, a distance of 137.36 feet to an angle point;
- (11) N16°36'15"E, a distance of 176.02 feet to an angle point;
- (12) N10°26'54"E, a distance of 271.29 feet to an angle point;
- (13) N10°27'00"E, a distance of 83.38 feet to an angle point;
- (14) N21°09'52"W, a distance of 57.03 feet to an angle point;

WEST TRAVIS COUNTY M.L.D. NO. 8
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- (15) N6°06'13"E, a distance of 79.82 feet to an angle point;
- (16) N14°16'52"E, a distance of 27.74 feet to an angle point;
- (17) N16°16'59"E, a distance of 218.53 feet to an ell corner hereof;
- (18) N81°26'22"E, a distance of 363.15 feet to an ell corner hereof;
- (19) N20°39'36"W, a distance of 72.34 feet to an ell corner hereof;
- (20) N68°11'35"E, a distance of 202.01 feet to the southerly right-of-way line of State Highway 71 for an angle point;

THENCE, N86°35'42"E, a distance of 1281.93 feet, along said right-of-way line, to the POINT OF BEGINNING and CONTAINING 300.80 acres of land, SAVE AND EXCEPT, any land area described herein that is determined not to be within the one mile extraterritorial jurisdiction of the Village of Bee Cave, Texas.



THE STATE OF TEXAS

§
§
§

COUNTY OF Travis

I, the Secretary of the Village of Bee Cave, Texas, do hereby certify that signed copies of the Petitions for Creation of West Travis County Municipal Utility Districts Nos. 6, 7 and 8 have been filed in my office.

WITNESS MY HAND AND THE SEAL OF THE Village, this 26 day of April,

1999.

Jesa Poussee
Village Secretary,
Village of Bee Cave, Texas

(SEAL)

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EXHIBIT "H-2"

(a) The Village of Bee Cave, Texas (the "Village") and CCNG Development Company enter into and execute an agreement for the Village to provide retail water and sewage treatment services to the customers located within the land to be included within the District, which agreement will be assigned to and accepted by the District after its creation. The Village will provide retail water and sewage treatment services to the land within the District and bill the customers for such services. The Village's rates for and restrictions on the provision of water and sewage treatment services to customers within the Districts shall be based upon cost of service under the general ratemaking criteria of the TNRCC. The Village's regulations and restrictions on service shall not be more restrictive than those of the in-Village customers.

(b) The District will issue bonds only for the purposes authorized by law, including but not limited to, purchasing, designing and constructing, or purchasing, designing, and constructing or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, and drainage, including water quality, facilities, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain such services within or without the boundaries of the District that are not operated or maintained by the Village or other third parties. Such bonds must provide that the District reserves the right to redeem said bonds on any interest-payment date subsequent to the tenth (10th) anniversary of the date of issuance without premium, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will 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 next preceding the date of the sale of such bonds.

(c) Before the commencement of any construction of water, wastewater or drainage facilities within the District, its directors, officers, or developers and landowners will submit to the Village, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer and drainage facilities to serve such District and obtain the approval of such plans and specifications therefrom which approval shall not be unreasonably withheld or delayed. All water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the specifications of the Village. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the Village's standard plans and specifications as amended from time to time. Prior to the construction of such facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the Village, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the Village; and during the progress of the construction and installation of such facilities, the Village may make periodic on-the-ground inspections.

(d) The District shall accept, operate and maintain street lighting or security lighting constructed by an owner or developer of property within the District and located within public utility easements or public rights-of-way within the boundaries of the district to the extent of its legal authority to do so and in accordance with Section 54.236, Texas Water Code.

288

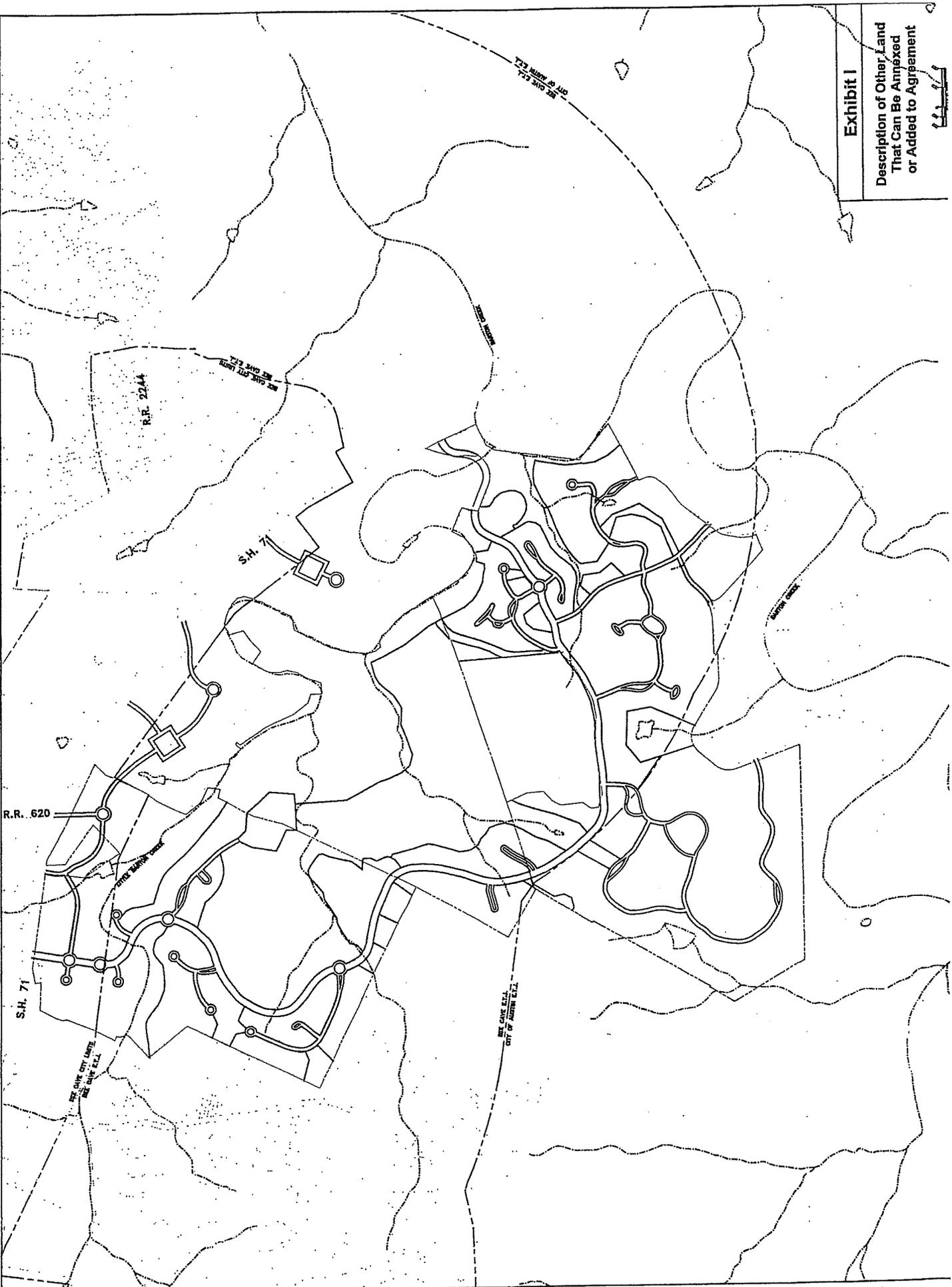


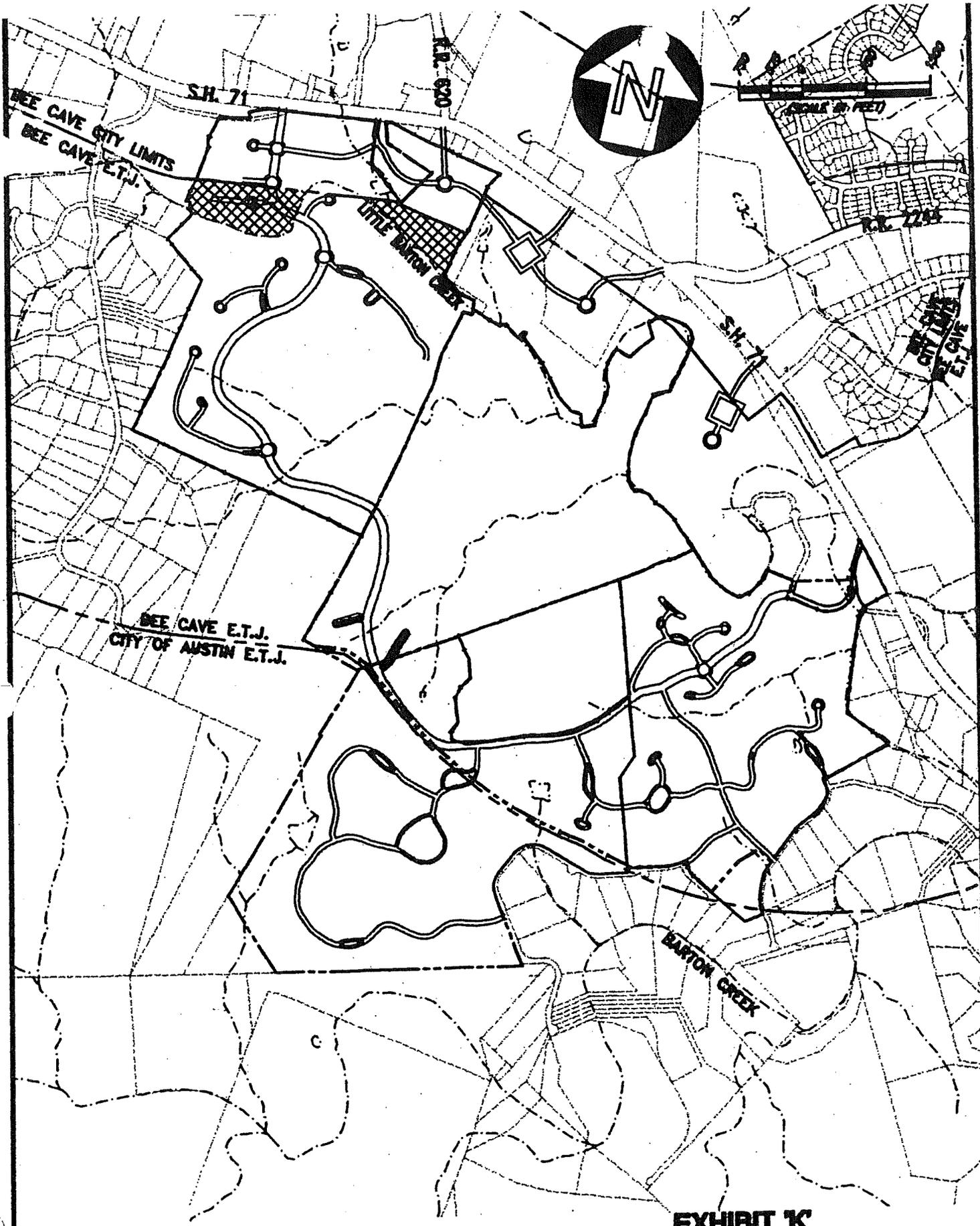
Exhibit I
Description of Other Land
That Can Be Annexed
or Added to Agreement

DR

EXHIBIT J

Terms of Water and Wastewater Utility Services to Districts

1. The Village or its designated retail service provider (collectively "Retail Utility") will provide retail water and wastewater utility services to the Districts' customers, sufficient to serve the land uses shown on the Concept Plan, for cost of service water and wastewater utility rates. These rates may be reviewed and adjusted by the Retail Utility annually, based on a cost of service study performed by the Retail Utility. The rates will not be set lower than those of customers within the corporate limits of the Village.
2. The Retail Utility will provide potable water meeting the standards of the Texas Natural Resource Conservation Commission for human consumption and other domestic use, and will receive, treat and dispose of all sewage generated by customers within the Districts. The Retail Utility will maintain an adequate water supply at all times to serve the customers within the Districts at the same level these services are provided within the Village. The Retail Utility may limit service to the Districts' customers in the same manner and to the same extent that service is limited inside the Village corporate limits. If there is a water shortage, the supply of water to the Districts' customers may be reduced or diminished in the same proportions as water supply is reduced or diminished within the Village's corporate limits.
3. The District shall identify where it intends to tie into the primary LCRA water transmission line so the Village can ensure there is adequate capacity.



AREA TO BE ANNEXED

CCNG DEVELOPMENT CO.
COMMERCIAL AREA TO BE
ANNEXED BY THE VILLAGE

DBP

EXHIBIT K
 PREPARED BY
 DATE
 SCALE
 SHEET NO.

EXHIBIT L

CONCEPTUAL UTILITY SERVICE PLAN

This section outlines the proposed method of providing utility service to the Districts and identifies the required water, wastewater, and drainage facilities. The proposed Districts will fund water, wastewater, and drainage improvements to the extent permitted by the TNRCC.

Conceptual Water Service Plan

The Lower Colorado River Authority (LCRA) currently provides potable water service in the West Travis County area. The LCRA pumps raw water from Lake Austin and treats it to potable standards at the Uplands Water Treatment Plant. Treated water is distributed by the LCRA, in the Bee Cave area, through recently constructed major transmission mains. The three Districts are located within the certificated water service area of the Village of Bee Cave. It is envisioned that the Village will purchase wholesale water from the LCRA and provide retail water service to the customers within the Districts. It is proposed that the water distribution facilities required to provide service will initially be funded by the developer with subsequent reimbursement by the Districts.

Water supply facilities for each of the three Districts will include both internal distribution lines and major water transmission mains. The internal distribution lines are required to serve specific subdivisions. Each District will fund the water facilities required to serve specific areas within that particular District. Major transmission mains are those lines 12 inches or larger in diameter and constitute a regional water supply network. These major facilities are required to serve all portions of the three Districts. It is envisioned that the proposed West Travis County M.U.D. No. 7 will purchase the major transmission mains. West Travis County MUDs Nos. 6 & 8 will contract with M.U.D. No. 7 to fund portions of the major facilities.

Conceptual Wastewater Service

Currently there are no wastewater CCNs within the three Districts. It is proposed that wastewater service to the Districts be provided through participation in a regional plan for the Bee Cave area. This plan may include use of existing facilities owned and operated by West Travis County M.U.D. No. 5 (WTC 5) and the construction of additional treatment, storage, and irrigation facilities. Wastewater facilities shall be designed based upon actual flow criteria or demand. The proposed Districts may procure either treatment capacity or treatment facilities from or in conjunction with WTC 5 for all or part of their needs. It is envisioned that the proposed WTC No. 6, 7 and 8 will provide wholesale wastewater service to the Village which will provide retail service to users within the Districts through collection facilities funded initially by the Developer with reimbursement by the individual Districts.

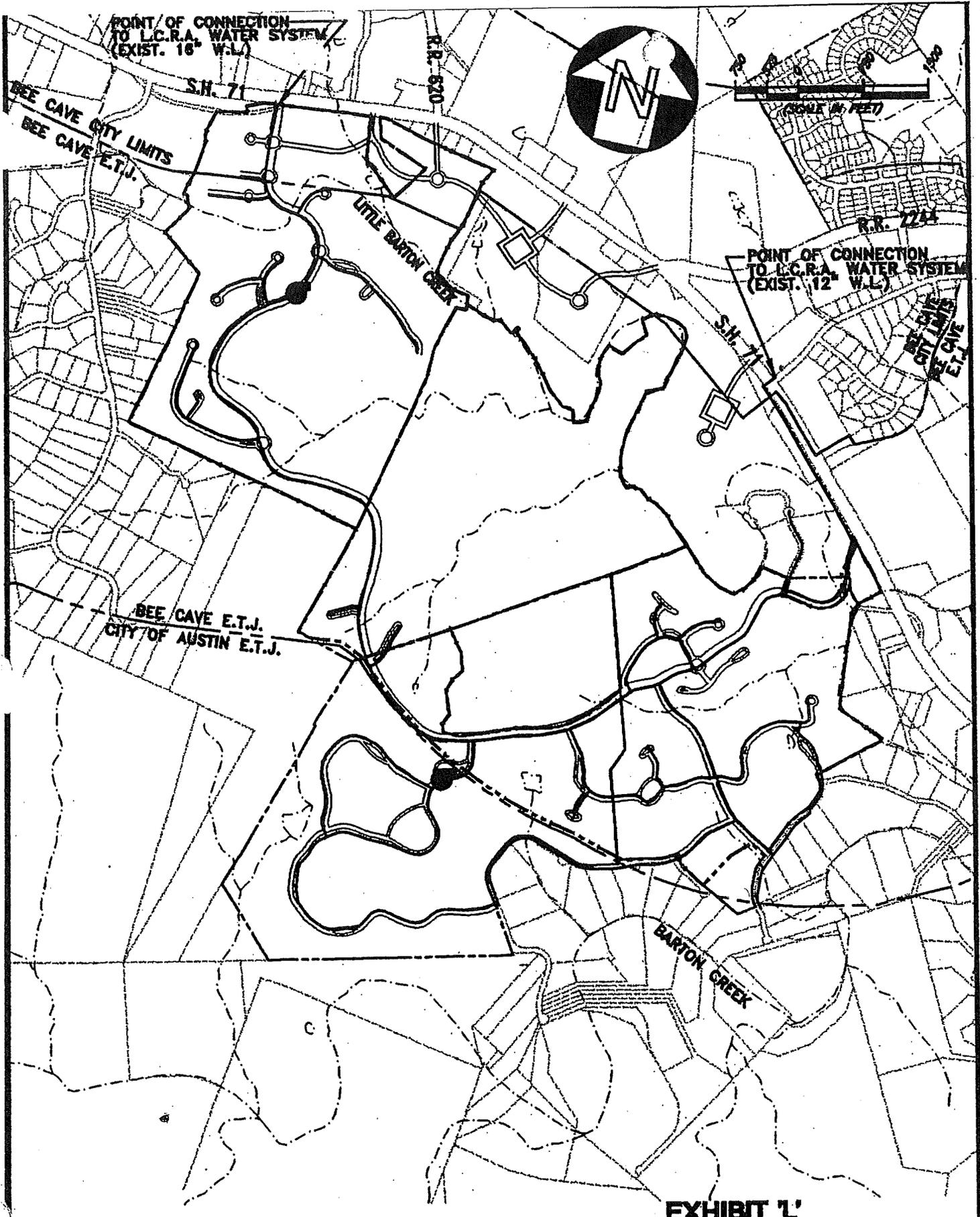
Wastewater collection and treatment facilities will consist of internal collection facilities and regional treatment facilities. It is envisioned that the developer will initially fund the required improvements. Each District will reimburse the developer for the internal collection facilities required to transport wastewater to the regional facilities. Further, WTC No. 7 will purchase the regional facilities from the developer and may enter into contracts with WTC No. 5, the Village of Bee Cave, or the LCRA as necessary to provide regional wastewater service. Both WTC No. 6 and 8 will contract with the WTC No. 7 to fund portions of the regional wastewater facilities.

BA

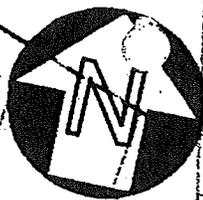
Conceptual Drainage Plan

Currently, there are no regional drainage facilities proposed for the project. It is envisioned that internal drainage improvements will be funded initially by the developer with subsequent reimbursement by the District in which they are located.

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POINT OF CONNECTION
TO L.C.R.A. WATER SYSTEM
(EXIST. 18" W.L.)



POINT OF CONNECTION
TO L.C.R.A. WATER SYSTEM
(EXIST. 12" W.L.)

BEE CAVE E.T.J.
CITY OF AUSTIN E.T.J.

BARTON CREEK

EXHIBIT 'L'

- PROPOSED WATER LINE
- PROPOSED PRESSURE BOOSTING FACILITY

CCNG DEVELOPMENT CO.
CONCEPTUAL UTILITY SERVICE PLAN
WATER

AK

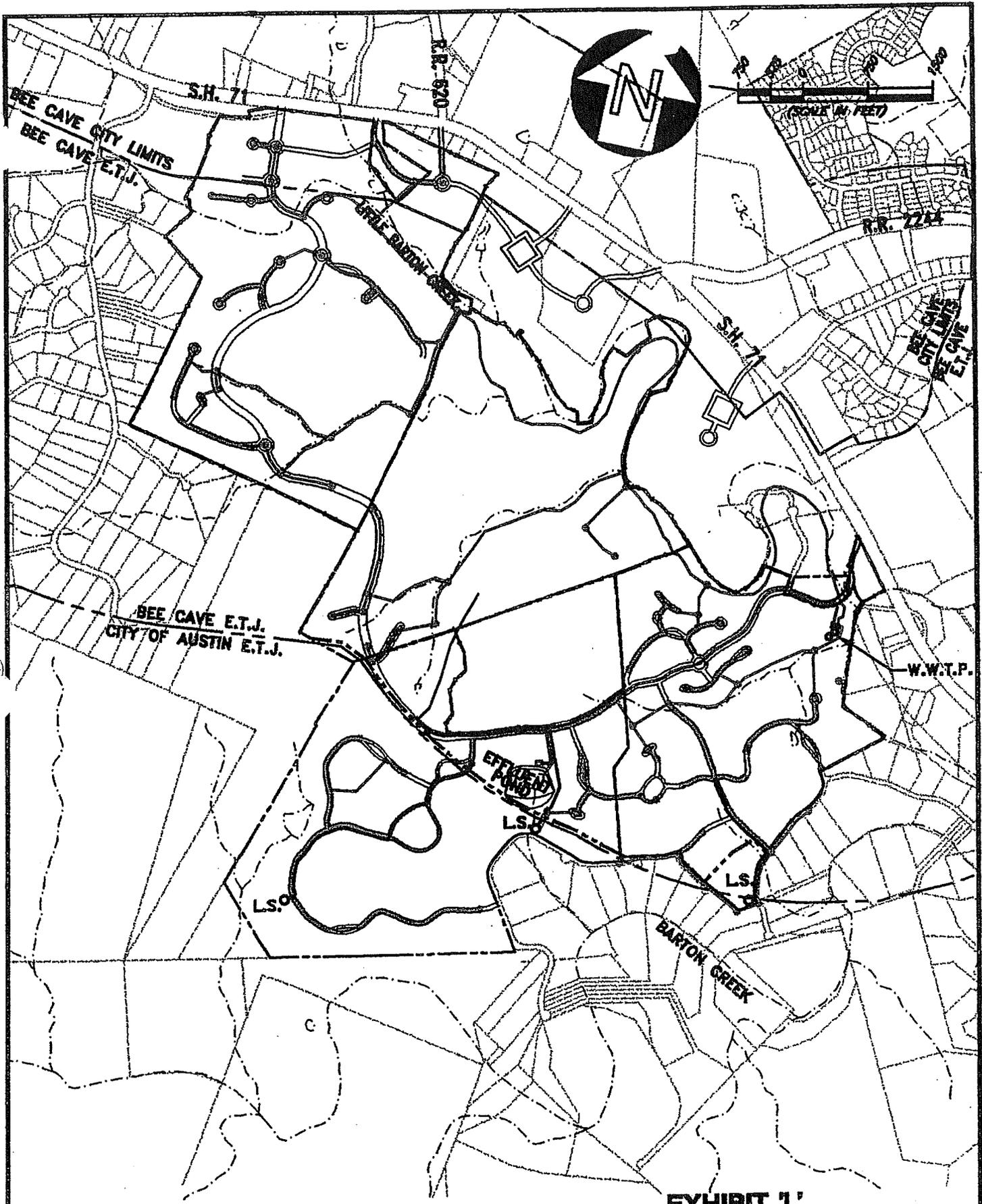


EXHIBIT 'L'

- PROPOSED WASTEWATER LINE
- == PROPOSED W.W. FORCE MAIN
- === PROPOSED EFFLUENT FORCE MAIN
- |—|—| PROPOSED EFFLUENT IRRIGATION

CCNG DEVELOPMENT CO.
CONCEPTUAL UTILITY SERVICE PLAN
WASTEWATER

EDP

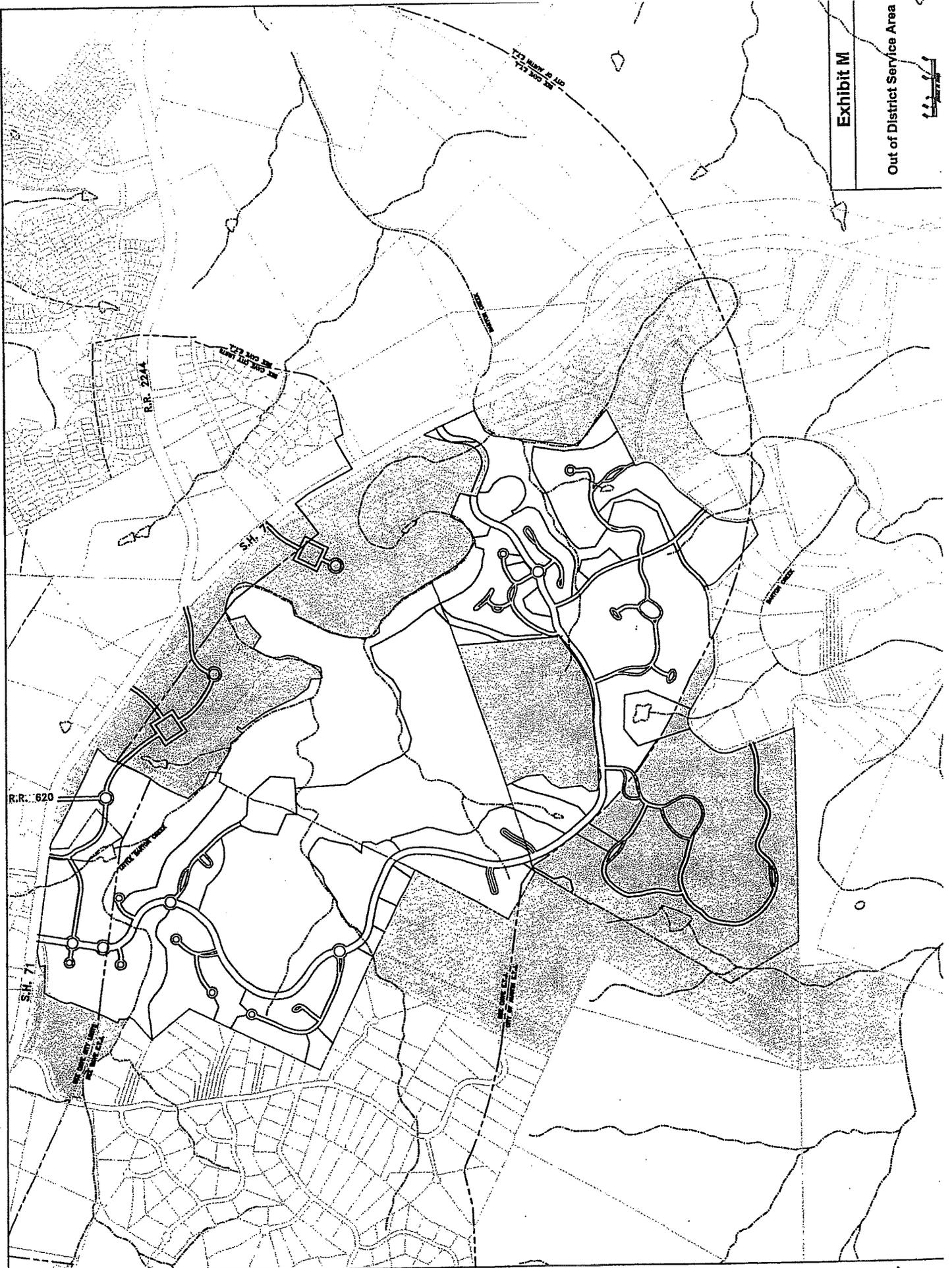


Exhibit M

Out of District Service Area



DHP

EXHIBIT N

Development Exceptions and Waivers

In consideration of the benefits and amenities to the Village under this Agreement, the Village agrees to waive the following requirements otherwise set forth in the Village's rules, regulations and ordinances:

1. Capital recovery fees. In recognition that CCNG will construct much, if not all, of the infrastructure necessary to serve The Project, the Village agrees to waive all capital recovery fees.
2. Tap fees. All "tap" or "connection" fees shall be limited to the actual cost of the materials and labor required to set a meter and actually make a connection to the Village's utility system. CCNG acknowledges that the Village is required to collect an LCRA impact fee at the time of such connection, unless waived by LCRA, which fee is presently set at \$1750 per LUE. The amount of the fee may vary from time to time as established by LCRA.
3. Building height. CCNG shall be allowed to construct buildings to a height of three (3) stories instead of two (2) as otherwise required by applicable Village requirements, so long as no structure is higher than fifty (50') above the grade elevation of Highway 71.

