

EXHIBIT A

FIRST AMENDMENT TO AGREEMENT CONCERNING CREATION AND OPERATION OF WINFIELD MUNICIPAL UTILITY DISTRICTS NOS. 1, 2, 3 AND 4

THE STATE OF TEXAS §
 § KNOWN ALL BY THESE PRESENTS:
COUNTIES OF TRAVIS, §
WILLIAMSON AND HAYS §

THIS FIRST AMENDMENT TO AGREEMENT CONCERNING CREATION AND OPERATION OF WINFIELD MUNICIPAL UTILITY DISTRICTS NOS. 1, 2, 3 AND 4 ("First Amendment") is entered into between the City of Austin, Texas, a Texas home rule city (the "City") and Sunfield Municipal Utility Districts Nos. 1, 2, 3 and 4 (formerly Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4) (the "**Districts**"), acting by and through their duly authorized Boards of Directors under the authority of Section 43.0751 of the Texas Local Government Code.

WHEREAS, the City and Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4 executed that certain Agreement Concerning Creation and Operation of Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4 (the "**Agreement**"), which is recorded as Document No. 2015_____ of the Official Public Records of Travis County, Texas and as Document No. 2015_____ of the Official Public Records of Hays County, Texas and remains in effect;

WHEREAS, the City has annexed Sunfield Municipal Utility District No. 2 ("**District 2**") into its limited purpose jurisdiction;

WHEREAS, the City and District 2 wish to amend the Land Plan (defined below) for District 2 to permit a wider variety of development, including single-family development;

WHEREAS, A&M Option 541, LLC ("**Landowner**"), is the owner and developer of property within District 2, and, with respect to such property, is the successor to 2428 Partners, L.P.'s rights and obligations under the Agreement;

WHEREAS, Landowner has filed an application, bearing Case Number C814-2014-0083, to the City for a mixed-use, Planned Unit Development within District 2 consistent with the amended Land Plan;

WHEREAS, the Texas Commission on Environmental Quality ("TCEQ") has issued Certificate of Convenience and Necessity ("CCN") No. 11316 to Sunfield Municipal Utility District No. 4 ("**District 4**") authorizing it to provide retail water service to approximately 575.7 acres, more or less, in Hays County and Travis County, Texas, which comprises the entire land area of District 2;

WHEREAS, the City and the Districts have determined that it is in the best interest of both Parties and also potential customers in District 2 to allow the City to provide retail water service within the boundaries of District 2;

WHEREAS, the City and the Districts wish to amend the Agreement to allow the City to provide retail water service within the boundaries of District 2;

WHEREAS, the Districts have, by formal action, approved the terms of this First Amendment in open session at meetings held in accordance with the Open Meetings Act;

WHEREAS, the City has by vote of Council approved the terms of this First Amendment as Ordinance No. 20150305-_____ at a meeting held on _____ 2015 in accordance with the Open Meetings Act; and

WHEREAS, all procedural requirements imposed by state law for the adoption of this Amendment have been met;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the parties contained in the Agreement and this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all of the parties to this First Amendment, the City and the Districts severally and collectively agree and by the execution hereof shall be bound to the obligations and to the performance and accomplishment of the hereinafter described amendments, modifications, alterations and changes to the Agreement in the following respects only and all other terms and conditions remain as stated in the original Agreement:

I.

The **Recitals** of the Agreement are hereby amended as follows:

The current Recital H is relabeled as Recital I.

Add a new Recital H as follows:

District 2 held an election 12 May 2007 to (a) confirm creation of the District, and (b) authorize (i) the issuance of \$12,465,000 bonds for system facilities and the levy of taxes in payment of the bonds, and (ii) the issuance of \$18,700,000 refunding bonds for system facilities and the levy of taxes in payment of the refunding bonds (the “**Authorized Bond Amounts**”).

II.

Article II (Strategic Partnership Agreement) of the Agreement is hereby amended as follows:

The first sentence in the Article II paragraph is amended by deleting in its entirety the phrase “attached hereto as Exhibit E” and the capitalized term stating “Limited Purpose Annexation Land”

is deleted and substituted with the phrase "Limited Purpose Annexation Property."

III.

Article III (Issuance of Bonds by Districts) of the Agreement is hereby amended as follows:

Paragraph B is amended to read:

B. District 2 agrees that it shall issue bonds and refunding bonds only for the purposes and in the manner provided by applicable law and regulations and as permitted herein and in a total amount that does not exceed the Authorized Bond Amounts without approval by the City Council of the City. For each proposed issue of bonds by District 2, District 2 shall submit to the City, in accordance with the City's regulations governing same, a request for the City's approval of the bonds, including, without limitation, copies of the engineering report provided to the Commission, the draft bond resolution and the draft preliminary official statement for the bonds. All bonds and refunding bonds of District 2 shall be subject to review and approval by the City Council of the City prior to the issuance thereof. Such approval shall not be unreasonably withheld or delayed and may be withheld only (i) if either Landowner or District 2 is in material breach of this Agreement or the Strategic Partnership Agreement, or (ii) as otherwise permitted by law. District 2 may issue bonds only for the purposes of (a) acquiring, constructing, purchasing, operating, repairing or improving water, sanitary sewer and drainage facilities, (b) developing and maintaining Parks and Recreational Facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, et seq.), Texas Water Code, as amended, and (c) paying expenses authorized by Section 49.155, Texas Water Code, as amended.

Paragraph D is amended to read:

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

(1) District 2 shall not issue bonds to acquire, construct or pay the Landowner for park land or park facilities required to be dedicated or constructed by Article IX, Paragraph F of this Agreement in excess of the amount specified in Section 49.4645 of the Texas Water Code;

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

(3) all new bond issues of District 2 shall have an optional redemption

date beginning approximately ten years after issuance of the series of bonds being issued;

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

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

(6) the proceeds of District 2's bonds may be used for any lawful purpose; provided, however, in regard to District 2 Internal Facilities and the cost of Regional Facilities that are water mains (less than or equal to twenty-four (24) inches in diameter), wastewater mains, lift stations, force mains, and associated appurtenances located within District 2 (collectively known as the "**Article III. D. (6) Facilities**"), such proceeds shall not be used to reimburse any developer in the District 2 more than seventy percent of the cost of such Facilities. For purposes of this paragraph, "Internal Facilities" and "Regional Facilities" shall not include Far South Pressure Zone Facilities as defined in Article VI.B.5,

III.

Article VI (Area of, and Limitations on, Service) of the Agreement is amended by relabeling the existing paragraph of Article VI as Paragraph A and by adding the following new paragraphs to Article VI:

B. District 2 Retail Water Service.

1. Certificate of Convenience and Necessity. Upon approval of a Planned Unit Development Ordinance for District 2 consistent with the Land Plan described in Article IX, the City, District 2, and District 4 shall apply for the transfer of the certificate of convenience and necessity to the City in order to provide retail water service within the approximately 575.7 acres within District 2.

2. Interim Service. The City shall be authorized to provide retail water service within the District pending the application to the Public Utility Commission ("PUC") for a certificate of convenience and necessity to the extent of this Agreement. Nothing in this Agreement shall in any way impair, or adversely affect District 4's right to provide retail water service to any customers within CCN No. 11316, excepting District 2, before approval of the City's certificate by the PUC.

3. Application by City for Certification. District 2 and District 4 shall cooperate reasonably with the City in filing an appropriate application for certificate of convenience and necessity with PUC. District 2 and District 4 shall support and cooperate with the City and PUC to obtain PUC approval in a reasonably expeditious manner. Neither District 2 nor District 4 shall be responsible for costs associated with preparing and filing the application or the pursuit of regulatory approvals, all of which such costs shall be paid by the City. District 2 and District 4, at no cost to the City, shall provide necessary signatures, information, and testimony required for the application, documentation if required by PUC to confirm closing of the transaction, and shall cooperate in all respects in prosecuting the application and in attempting to ensure that it is granted by PUC.

4. Customers in Certification Area. All customers, if any, whose place of use of water is currently located within District 2 and who are provided retail water service by the City whether on an interim basis or after approval of the City's Certificate, shall be deemed retail water customers of the City for all purposes, and will be provided service in accordance with, and will be subject to, all applicable City rules, design criteria, ordinances, and policies applicable to City retail water service, including, but not limited to, the City's conservation ordinances. Service to customers within District 2 may be curtailed on the same basis as services may be curtailed to any other city retail customer under applicable City ordinances and policies.

5. Water Service Plan and Utility Infrastructure Review. District 2 has submitted, and the City has approved, the Water Service Plan for water service to District 2, attached as Exhibit E hereto. The Water Service Plan does not expire unless stated so in a future amendment to this Agreement. District 2 and property owners within District 2 shall retain the right to propose to modify the approved Water Service Plan. The approved Water Service Plan contemplates the construction of improvements to create the Far South pressure zone system, including a pump station, reservoir and an appropriately sized water transmission main (the "**Far South Pressure Zone Facilities**"). Designing, constructing, financing, operating and maintaining the Far South Pressure Zone Facilities shall be the exclusive responsibility of the City, and this Agreement shall not be construed to require District 2 or any property owner within District 2 to construct, finance, operate or maintain the same. District 2 or a property owner within District 2, however, may elect to construct or provide for the construction of the Far South Pressure Zone Facilities and seek cost participation with, or reimbursement by, the City. Regardless, District 2 agrees to donate or cause to be donated to the City the property for the Far South Pressure Zone Facilities, to consist of an approximately five-acre tract for the reservoir and pump station and water line and/or access easements necessary for a water transmission main and appurtenances, in accordance with the terms of the attached Water

Service Plan and prior to the sale, lease, or donation of such property to another entity.

For each phase of development, and in lieu of submitting a service extension request, the party constructing the infrastructure ("**Constructing Party**") will be required to submit a Utility Infrastructure Review ("**UIR**"). In conjunction with each UIR, the Constructing Party will provide the Utility Director with all information pertaining to the related phase of development that is necessary for the Utility Director to confirm the level of service and the appropriateness of the type, sizing, and alignment of the water infrastructure. The City agrees that no fees will be required for filing or processing any UIR under this Section. The Utility Director will timely review all UIRs submitted under this Section and either approve them or provide written comments specifically identifying any changes required for approval within 90 days of receiving a complete UIR from the Constructing Party. The City will utilize the infrastructure constructed pursuant to each approved UIR to provide service to the related phase of development at the requested level of service.

C. Effluent Reuse by District 2.

District 2 contemplates a potential agreement with one or more adjoining municipal utility districts, including, but not limited to, District 1, 3 and/or 4, to obtain treated effluent (non-potable water) for use to irrigate certain parks, common areas and public spaces. Such an effluent reuse agreement could involve the conveyance of untreated wastewater from the District to an adjoining municipal utility district for treatment, or the purchase of treated effluent originating wholly within another District. The City hereby acknowledges and affirms the Districts' authority to enter into effluent reuse agreements among themselves and with other utilities. The Districts agree that the City, at its sole discretion, may cost participate in the infrastructure to convey treated effluent and enter into effluent reuse agreements with any district. Such cost participation shall be based upon the City's proportionate share.

IV.

Article VII (Annexation of District 2 by the City) is amended as follows:

Paragraph C is amended to read:

C. Full purpose annexation of District 2, and its dissolution and/or conversion to a limited district, shall be governed by the provisions of the Strategic Partnership Agreement.

V.

Article IX (“Land Use and Development”) is amended as follows:

Paragraph A is amended to read as follows:

A. The parties agree that the Land Plan attached hereto as **Exhibit F** (“**Land Plan**”) and incorporated herein for all purposes including notations thereon, as the same may be amended from time to time with the concurrence of a majority of the City Council of the City and Landowner, its successors and assigns, is the agreed plan for development of the Limited Purpose Annexation Property. The densities and land use reflected on the Land Plan are not guaranteed levels of development, but rather levels subject to changes thereof necessitated by compliance with the requirements of applicable laws, ordinances and regulations. Landowner has applied for zoning for the Limited Purpose Annexation Property consistent with the Land Plan as provided herein and in the Strategic Partnership Agreement, excluding the 93.206-acre tract conveyed by Landowner to Hays Consolidated Independent School District for use as a school site. No site development permit shall be issued for an area within the Limited Purpose Annexation Property which is not owned by Hays Consolidated Independent School District until that area is zoned by the City.

Paragraph C is amended to read as follows:

C. Landowner agrees to dedicate to the City, at no cost to the City, a net-buildable two-acre tract of land located generally in the area shown on the Land Plan to be used as a fire and EMS station site. The City’s Fire Department has reviewed and approved the location of this site. At any time prior to dedication of the site, the City’s Fire Department and the Landowner may mutually agree on a new location of the site within District 2. The dedication shall be made no later than the earlier of (1) the date of the dedication of any adjacent roadway to the fire and EMS station site; or (2) **31 March 2021**.

A new Paragraph F is added as follows:

F. **Parkland Dedication.**

1. **Parkland Dedication Requirement.** District 2 will be developed as a master-planned community with substantial parkland, open space, trails, and park improvements. Based on the preliminary development plan for the Project, approximately 57.5 acres of park and 78.6 acres of open space land are required under the current applicable rules. The Landowner agrees to provide park and open space land and improvements for the parkland exceeding this required acreage as shown

on the Land Plan. Landowner shall dedicate parkland required by this Section at the time of approval of a final plat that touches the boundary of any parkland. The City agrees that the dedication of public parkland and trails and the construction of amenities to be described in the Park Master Plan discussed in Paragraph F.2 below will satisfy all of the parkland dedication requirements for development that is completed in accordance with the Land Plan and/or any approved zoning (the "**Project**"), and that no additional parkland dedication or park fees will be required from the Landowner for the Project unless the number of dwelling units exceeds 2,916.

2. Construction. Amenities to be constructed on parkland in District 2 will have a total value of at least \$200 per living unit equivalent. District 2 shall require Landowner to prepare a park facilities plan for the Project subject to approval by District 2 and the Director of the City's Parks and Recreation Department, or successor department (the "**PARD**") (the "**Park Master Plan**"), which will identify the Parks and Recreational Facilities to be owned and operated by District 2 and the recreational facilities that will be owned and operated by a Texas non-profit corporation created by the Landowner on or before the date the first subdivided lot within the District is sold to a third-party purchaser to, among things, enforce restrictive covenants and own and operate amenities (the "**Owners Association**"). A copy of such plan will be provided to the Director of the City's Planning and Development Department, or successor department (the "**PDRD**") and PARD at least 30 days before the Board meeting at which District 2 considers approval of the Park Master Plan, and shall be approved by PARD before the approval of any subdivision or site plan application by the City. The Landowner and District 2 agree that any design of construction plans related to the park and open space land within the Project will be subject to approval by the City, and that they will be designed to comply with the accessibility requirements of the Americans with Disabilities Act and will meet any applicable consumer product safety standards. Amenities shall include an extensive trail and bike network and additional park improvements to be identified in the Park Master Plan. The Park Master Plan shall include a phasing agreement for the construction of park improvements. The phasing agreement shall require the construction of Parks and Recreational Facilities within each phase by the Landowner or its successors at the time of construction of residences within said phase.

3. Ownership, Operation and Maintenance of Parks and Recreational Facilities. Except for property to be dedicated to the Owners Association or dedicated to or reserved for the City or another governmental entity under this Agreement, the Landowner will dedicate all Parks and Recreational Facilities located within the Project to District

2 for ownership, operation and maintenance. No Owners Association amenities may be dedicated to District 2 and all Owners Association amenities must be conveyed to and operated and maintained by the Owners Association. District 2 agrees not to convey or transfer any Parks and Recreational Facilities to the Owners Association without the approval of the City. Before full-purpose annexation of the District by the City, the District agrees to operate and maintain the Parks and Recreational Facilities conveyed to it in good state of repair and in a manner so as not to create a nuisance or danger to the public health and safety. Upon full-purpose annexation of District 2 by the City, the Parks and Recreational Facilities dedicated to District 2 shall be transferred to, and owned, operated and maintained by Sunfield Limited District No. 2 as provided in the Strategic Partnership Agreement. Should District 2 be dissolved without the creation of a Limited District, the Parks and Recreational Facilities shall be transferred to the City and the Owners Association shall be obligated, under restrictive covenants naming the City as a benefitted party and that are filed on or before the date the first subdivided lot within the District is sold to a third-party purchaser, to operate and maintain the Parks and Recreational Facilities in perpetuity at the expense of the Owners Association. In addition the Owners Association must have authority to levy assessments against the Landowner, and the Landowners' successors and assigns, of the property in the Ultimate District 2 Boundaries to discharge the maintenance obligation set forth herein. The Landowner, and the Landowners' successors and assigns, of the property in the Ultimate District 2 Boundaries also must be jointly and severally liable for the maintenance of the Facilities, but only in the event the Owners Association fails to discharge its obligations to maintain the Parks and Recreational Facilities.

A new Paragraph G is added as follows:

G. Restrictive Covenants. The Landowner on or before the date the first subdivided lot within the District is sold to a third-party purchaser will impose Restrictive Covenants on all of the Limited Purpose Annexation Property within District 2, other than the property 93.206-acre tract conveyed by Landowner to the Hays Consolidated Independent School District, in order to assure high quality development and high quality maintenance of all improvements constructed for the benefit of the community which are not maintained by a public entity. The Restrictive Covenants, which will include any provisions specifically required by this Agreement, will be enforced by the Owners Association. Any Restrictive Covenant to be imposed on property owned or to be conveyed to the District will be subject to the review and approval of the PDRD prior to recordation, which approval will not be unreasonably withheld, conditioned or delayed.

A new Paragraph H is added as follows:

H. Affordable Housing. The Landowner will support the City's affordable housing goals and programs as provided in the attached Exhibit H.

VI.

Article XIV (Term of Agreement) is hereby amended to read:

This Agreement shall be effective from 5 May 2005 and shall continue in effect until District 2 is annexed and dissolved or, if converted to a limited district pursuant to the Strategic Partnership Agreement, until the limited district is dissolved. .

VII.

The List of Exhibits and the **Exhibits** attached to the Agreement are amended as follows:

- A. A new List of Exhibits attached to this First Amendment as **Attachment One** is attached to the Agreement as a new List of Exhibits.
- B. Exhibit E to the Agreement is deleted in its entirety and is substituted in its place with a new Exhibit E attached to this First Amendment as **Attachment Two**.
- C. Exhibit F to the Agreement is deleted in its entirety and is substituted in its place with a new Exhibit F attached to this First Amendment as **Attachment Three**.
- D. A new Exhibit H attached to this First Amendment as **Attachment Four** is attached to the Agreement as a new Exhibit H.

VIII.

All capitalized terms not otherwise defined in this First Amendment have the meanings assigned to them in the Agreement.

This First Amendment will be effective from and after, and the terms and conditions of this First Amendment incorporated into the Agreement on, the execution date of the last party to execute this First Amendment below. This First Agreement may be executed in duplicate counterparts.

Immediately following execution of this First Amendment, District 2 will cause the original Agreement and this First Amendment with correct references to the filing location of the original Agreement in the first "Whereas" clause of this First Amendment to be recorded in the official public records of Hays County, Texas and Travis County, Texas.

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EXECUTED AND DELIVERED effective as set forth in Article VIII above.

CITY OF AUSTIN

By: _____

Name: Marc A. Ott

Title: City Manager

Date: _____

STATE OF TEXAS §

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COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2015, by Marc A. Ott as City Manager of the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.

Given under my hand and seal of office on _____ 2015.

[Seal]

Notary Public, State of Texas

APPROVED AS TO FORM:

City of Austin
Law Department

James M. Williams, Sr.
Assistant City Attorney

SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 1

By: _____

Name:

Title: President

Date: _____

STATE OF TEXAS §

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COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2015, by _____, on behalf of said Sunfield Municipal Utility District No. 1.

Given under my hand and seal of office.

Notary Public, State of Texas

SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 2

By: _____

Name:

Title: President

Date: _____

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2015, by _____, on behalf of said Sunfield Municipal Utility District No. 2.

Given under my hand and seal of office.

Notary Public, State of Texas

SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 3

By: _____

Name:

Title: President

Date: _____

STATE OF TEXAS §

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COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2015, by _____, on behalf of said Sunfield Municipal Utility District No. 3.

Given under my hand and seal of office.

Notary Public, State of Texas

SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 4

By: _____

Name:

Title: President

Date: _____

STATE OF TEXAS §

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COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2015, by _____, on behalf of said Sunfield Municipal Utility District No. 4.

Given under my hand and seal of office.

Notary Public, State of Texas

A&M Option 541, LLC

Attest: _____
Secretary

By: _____
President

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of ____, 2015 by
_____, _____ for the A&M Option 541, LLC, for and on behalf of A&M
Option 541, LLC.

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

**AGREEMENT CONCERNING CREATION AND OPERATION OF WINFIELD
MUNICIPAL UTILITY DISTRICTS NOS.
1, 2, 3 AND 4**

LIST OF EXHIBITS

The following are the exhibits for this Agreement:

Exhibit A -

Exhibit A-1 - Property

Exhibit A-2 – Additional Property

Exhibit B -

Exhibit B-1 - District 1 Property

Exhibit B-2 - District 2 Property

Exhibit B-3 - District 3 Property

Exhibit B-4 - District 4 Property

Exhibit C - Released Property

Exhibit D - Ultimate District Boundaries

Exhibit D-1 - District 1 Ultimate District Boundary

Exhibit D-2 - District 2 Ultimate District Boundary

Exhibit D-3 - District 3 Ultimate District Boundary

Exhibit D-4 - District 4 Ultimate District Boundary

Exhibit E - Water Service Plan

Exhibit F - Land Plan

Exhibit G - Calculation of Surcharge Criteria and Formula

Exhibit H - Affordable Housing Plan

DRAFT

WATER SERVICE PLAN

Name: Sunfield MUD No. 2

Description of Improvements:

Phase I Water Improvements (to serve up to approximately 600 service units or the remainder of the subject tract if Phase II Water Improvements (described below) are constructed prior to Phase I Water Improvements): Applicant shall construct approximately 8,300 feet of 24-inch water main from the existing 42-inch water transmission main (Project 2009- 0069) at FM 1327 Rd and Bradshaw Rd and extend east along FM 1327 Rd and south along N Turnersville Rd, across SH 45, and along S Turnersville Rd to the subject tract.

Phase II Water Improvements (to serve the remainder of the subject tract or up to approximately 600 service units if Phase II Water Improvements are constructed prior to Phase I Water Improvements): Applicant shall construct approximately 11,000 feet of 24-inch water main from the existing 42- inch water transmission main at SH 45 (Project 2009-0058) and extend south along IH 35 and east along Turnersville Rd to the subject tract, as approximately shown on the attached map.

Applicant shall construct a 24-inch "looped" water system through the subject tract from the proposed 24-inch water main in S Turnersville Rd to the proposed 24-inch water main in Turnersville Rd. Applicant shall also dedicate an appropriately sized reservoir site (up to 5-acres with minimum ground elevation 760-ft MSL) and access and water easements within the subject tract and connecting the proposed 24-inch water main and the reservoir site (actual size and location within the subject tract to be determined by the applicant and the City of Austin). The "looped" water system must be in service and the reservoir site and associated easements dedicated prior to exceeding approximately 600 service units on any single fed system off of the existing 42-inch water transmission main.

Initial water service will be provided by the South pressure zone. Ultimately the majority of the subject tract will be served by the future South boosted water pressure zone (Far South pressure zone). The Far South pressure zone shall be created to serve areas above 750-ft MSL (+/- 40- ft). Prior to this, localized boosting at the Applicant's cost will be allowed on a case by case basis for developments at higher elevations. The Far South pressure zone will include a pump station and appropriately sized water transmission main from the future South zone reservoir (to be located northwest of the SH 45 and IH 35 intersection) to the proposed Far South zone reservoir to be located within the subject tract. Far South zone

water service is not available until the Far South zone pump station, transmission main and reservoir are designed and constructed. The proposed major improvements required to create the Far South zone system will be completed by the City of Austin under a future Capital Improvements Project (CIP). Should the Applicant's development schedule necessitate the construction of the future Far South zone pump station, reservoir and transmission mains prior to CIP project, the Applicant can construct the necessary improvements and seek cost participation.

NOTE: Fire flow requirement of 1,500 gpm based on engineering report received from V. Ryan Sowa, P.E. on 07/09/2014.

Additional Conditions:

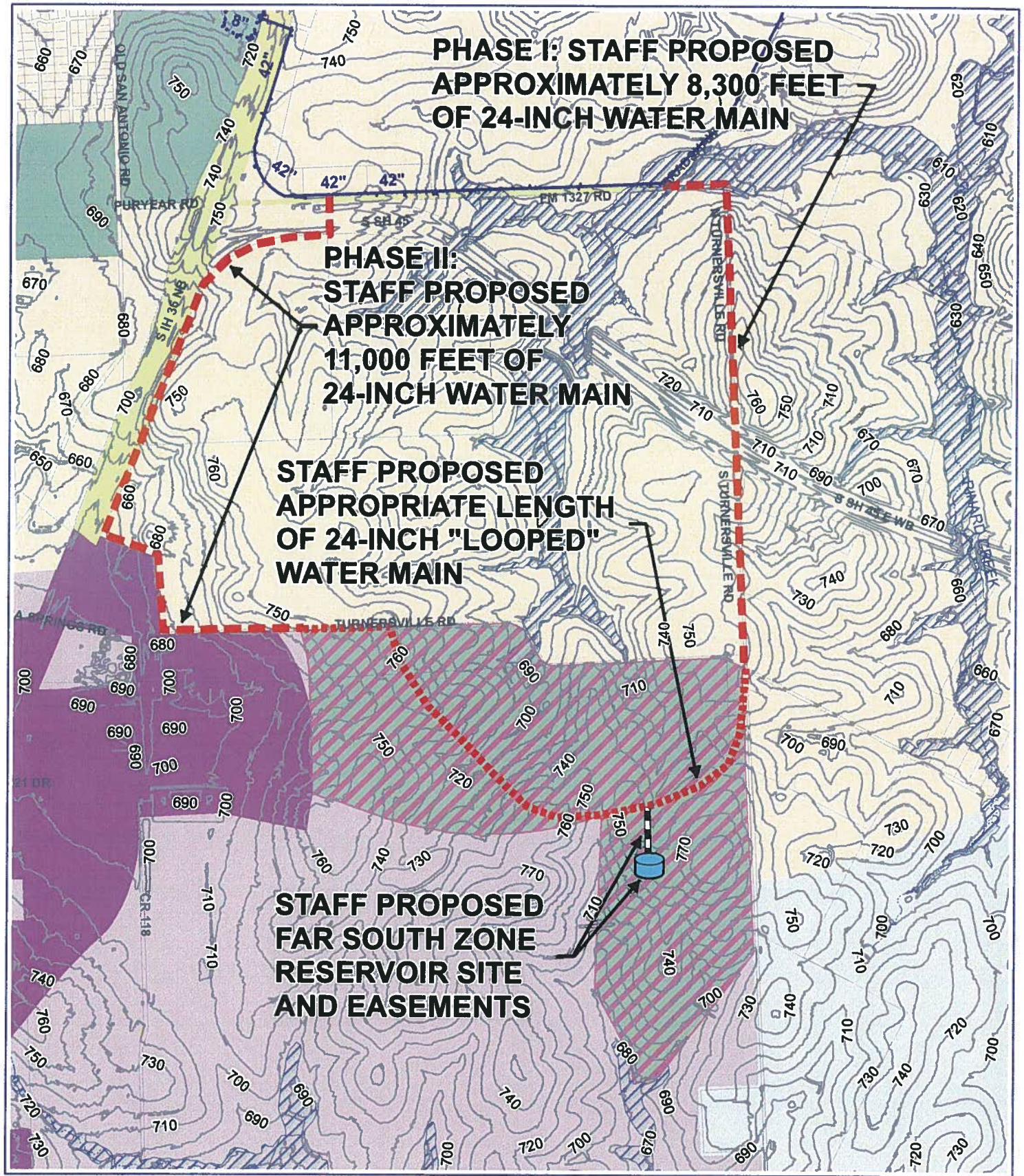
- 1) Construction of all infrastructure extensions is subject to all environmental and planning ordinances.
- 2) Infrastructure extensions are subject to the guidelines established in the Land Development Code, Section 25-9, Water and Wastewater Utility Service.
- 3) The level of service approved by this document does not imply commitment for land use.
- 4) Public utility mains must meet City of Austin design and construction criteria and must be approved by Austin Water Utility Engineering Review.
- 5) Approval of a site plan that meets the Fire Department requirements for fire control.
- 6) Proposed public water improvements will be dedicated to the City of Austin for ownership, operation, and maintenance.
- 7) Proposed public water improvements must be placed in the public right-of-way or approved utility easements. Utility easements must be in place prior to construction plan approval.

**PHASE I: STAFF PROPOSED
APPROXIMATELY 8,300 FEET
OF 24-INCH WATER MAIN**

**PHASE II:
STAFF PROPOSED
APPROXIMATELY
11,000 FEET OF
24-INCH WATER MAIN**

**STAFF PROPOSED
APPROPRIATE LENGTH
OF 24-INCH "LOOPE"
WATER MAIN**

**STAFF PROPOSED
FAR SOUTH ZONE
RESERVOIR SITE
AND EASEMENTS**



0 1,000 2,000 4,000 6,000 Feet

Sunfield MUD No. 2 Water Service Plan

Utility Development Services Plotted 1/15/2015

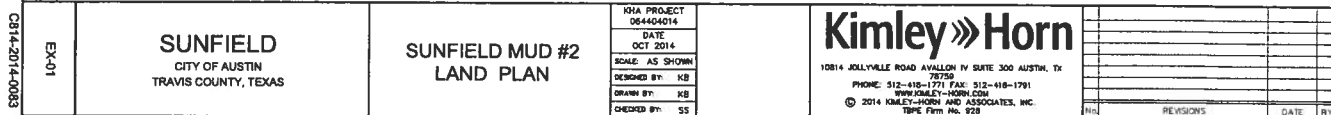
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This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

- Subject Tract
- 100-yr FEMA Floodplain
- Full-Purpose City Limit
- 2-Mile ETJ
- 5-Mile ETJ
- Limited-Purpose City Limit
- City of Buda
- City of Buda ETJ

LAND PLAN

DRAFT



AFFORDABLE HOUSING PARTICIPATION REQUIREMENTS

In order to meet the City's affordable housing goals, the Landowner agrees as follows:

1. Ten percent (10%) of the residential rental units within the District will, by restrictive covenant, be set aside for households with an income level of 60% or less of the median family income in the Austin metropolitan statistical area for a period of 40 years from the Effective Date of the Agreement.
2. Ten percent (10%) of the owner-occupied residential units within the District will be priced, at the time of their initial offering for sale, and sold in a community land trust ownership structure or resale deed restricted in perpetuity at a price that is affordable to a household with an income level of 80% of the median family income in the Austin metropolitan statistical area.
3. Income limits are established annually as determined by the director of the City's Neighborhood Housing and Community Development Office (the "NHCD") and based on income limits established by Secretary of the United States Department of Housing and Urban Development. Compliance and monitoring will be performed by the NHCD. The NHCD will establish rules and criteria for implementation of the affordability requirements of sections 1 and 2 above. When used in this exhibit, "affordable" means the amount a household spends toward paying for its (i) housing rent, insurance, and utility expense, or (ii) home ownership mortgage principal and interest, taxes, insurance, and utility expense is not greater than 30% of the household's income.

In accordance with City Code, Section 25-1-704(B)(2)(b), an affordable residential housing development may be eligible for a waiver of 100% of the fees as provided by the City's S.M.A.R.T. Housing Program. Participation is subject to application approval and certification by NHCD.

PROJECT INFORMATION:

Project Name: Sunfield Municipal Utility District No. 2
Project Case Manager: Virginia Collier
Council Ordinance No.: 20150305-_____

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Planning and Development Review Department
505 Barton Springs Road – Fifth Floor (78704)
P.O. Box 1088
Austin, Texas 78767