Exhibit A

Draft –01/31/19

THIRD AMENDMENT TO THE FIRST AMENDED AND RESTATED AGREEMENT CONCERNING CREATION AND OPERATION OF SENNA HILLS MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Third Amendment to the First Amended and Restated Agreement Concerning Creation and Operation of Senna Hills Municipal Utility District ("**Amended Agreement**") is made and entered into by and between the **City of Austin, Texas**, a home-rule municipality located in Travis, Hays, and Williamson Counties, Texas, acting by and through its duly authorized City Manager ("**City**") and the **Senna Hills Municipal Utility District** ("**District**"), a political subdivision of the State of Texas created under Chapters 49 and 54 of the Texas Water Code, and **Senna Hills, Ltd., a Texas limited partnership** ("**Owner**"). In this Amended Agreement, the City, Owner and the District are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS

A. The District is located within the extraterritorial jurisdiction of the City of Austin, on the north side of FM 2244 ("**Bee Caves Road**"), approximately 5 miles west of the intersection of Bee Caves Road and Loop 360 and 2.5 miles east of the intersection of Bee Caves Road and State Highway 71.

B. The District was created by an order of the Texas Water Commission (now the Texas Commission on Environmental Quality) on April 6, 1988.

C. The City adopted Ordinance No. 870115-E granting its consent to the creation of the District. The City, the District, and the Owner entered into the Agreement Concerning Creation and Operation of the Senna Hills Municipal Utility District ("**Original Consent Agreement**") which set forth terms and conditions for creation and operation of the District.

D. As originally created, the District comprised 398.78 acres of land, consisting of two separate parcels of land identified in the order of the Texas Water Commission as "Tract One" and "Tract Two." Tract One consisted of 76.10 acres and was located on the south side of Bee Caves Road. Tract Two consisted of 322.68 acres and was located on the north side of Bee Caves Road.

E. In 1993, the City, the District, and the Owner entered into that certain First Amended and Restated Agreement Concerning Creation and Operation of Senna Hills Municipal Utility District ("**First Amended and Restated Consent Agreement**") which detailed the terms and conditions upon which the property comprising the District was to be developed and the District was to be operated. Among other things, the First Amended and Restated Consent Agreement recognized the intent of the District to exclude Tract One from the boundaries of the District.

F. In 1998, the City, the District, and the Owner entered into that certain First Amendment to the First Amended and Restated Consent Agreement which modified provisions relating to the dedication of land and improvements for a public park to be located within the District.

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G. In 2003, the City, the District, and the Owner entered into that certain Second Amendment to the First Amended and Restated Consent Agreement which corrected an error in the legal description of the District.

H. The City, the District, and the Owner wish to revise the Land Plan to change the land use from school and irrigation use to office use and update the land use allocation table to reflect the actual built-out conditions.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Amended Agreement, and other good and valuable consideration, the City and the District agree as follows:

ARTICLE I.
AGREEMENT

Section 1.01. Purpose of Amended Agreement.

The purpose of this Amended Agreement is to revise the Land Plan of the District to change the land use from school and irrigation use to office use, and to update the land use allocation table to reflect the actual built-out conditions, as shown on **Exhibit "A"** to this Amended Agreement.

ARTICLE II.
DEFAULT AND REMEDIES FOR DEFAULT

Section 2.01. Notice of Default; Opportunity to Cure.

If a Party defaults in the performance of any obligation under this Amended Agreement, the non-defaulting Party may give written notice to the other Party, specifying the alleged event of default and extending to the defaulting Party 30 days from the date of the notice in order to cure the default complained of or, if the curative action cannot reasonably be completed within 30 days, 30 days to commence the curative action and a reasonable additional period to diligently pursue the curative action to completion.

Section 2.02. Dispute Resolution.

If any default is not cured within the curative period specified in Section 2.01, the Parties agree to use good faith, reasonable efforts to resolve any dispute among them by agreement, including engaging in mediation or other non-binding alternative dispute resolution methods, before initiating any lawsuit to enforce their respective rights under this Amended Agreement. The Parties will share the costs of any mediation or arbitration equally. The Parties further agree that neither Party is not obligated to resolve any dispute based on an arbitration decision under this Amended Agreement if the arbitration decision compromises that Party's sovereign or governmental immunity.

Section 2.03. Other Legal or Equitable Remedies.

If the Parties are unable to resolve their dispute through mediation or arbitration, the nondefaulting Party will have the right to enforce the terms and provisions of this Amended Agreement by a suit seeking specific performance or such other legal or equitable relief as to which the nondefaulting Party may be entitled. Any remedy or relief described in this Amended Agreement will be cumulative of, and in addition to, any other remedies and relief available to such Party.

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Section 2.04. Reservation of Rights.

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

Section 2.05. Applicable Laws; Waiver of Sovereign Immunity Relating to Claims by the City.

Except as expressly set forth in this Amended Agreement, this Amended Agreement is not intended to waive or limit the applicability of laws, regulations and ordinances applicable to the District, nor does it waive the jurisdiction or sovereignty of any governmental body.

Section 2.06. Changes in Law Affecting the Rights of the City.

(a) The City may terminate this Amended Agreement, or seek any other remedy, on 30 days' written notice to the District if, during the term of this Amended Agreement, the District directly sponsors, requests, lobbies for, or secures the adoption of state or federal legislation that impairs, undermines, restricts, eliminates, or otherwise adversely affects the rights of the City under this Amended Agreement.

(b) Notwithstanding Subsection (a), the District's tender of comments or analyses with regard to proposed legislation or rules of a government agency affecting this Amended Agreement will not give rise to a right of the City to terminate this Amended Agreement pursuant to this Section.

ARTICLE III.
MISCELLANEOUS PROVISIONS

Section 3.01. Counterparts.

This Amended Agreement may be executed in multiple counterparts.

Section 3.02. Entire Agreement.

There are no agreements, oral or written, between the Parties which are in conflict with this Amended Agreement. This Amended Agreement and all prior amendments to the First Amended and Restated Consent Agreement, together with all attachments, constitute the entire agreement between the Parties with respect to the annexation of the District. Except as expressly provided by this Amended Agreement and the First Amended and Restated Consent Agreement, no representations or agreements other than those specifically included in this Amended Agreement and the First Amended and Restated Consent Agreement will be binding on the City, the Owner, or the District.

Section 3.03. Notice.

Any Notice may be given by: (i) delivering the Notice to the Party to be notified; (ii) depositing the Notice in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the Party to be notified; or (iii) sending the Notice by telecopier or electronic mail, with confirming copy sent by hand delivery or by certified mail to the Party to be notified. Notice deposited in the United States mail in the manner described above will be deemed effective on the earlier of (i) the date of actual receipt or (ii) three days after the date of its deposit in the mail. Notice given in any other manner will be effective only if and when received by the Party to

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be notified. For purposes of Notice, the addresses of the Parties will, until changed as provided in this section, be as follows:

City of Austin:	City Manager City of Austin P.O. Box 1088 Austin, Texas 7867 Fax: (512) 974-2833
with required copy to:	City Attorney City of Austin P.O. Box 1088 Austin, Texas 78767 Fax: (512) 974-2894
District:	Senna Hills Municipal Utility District Bill Flickinger Willatt & Flickinger, PLLC 12912 Hill Country Boulevard, Suite F-232 Austin, TX 78738
with required copy to:	Senna Hills, Ltd. P.O. Box 161507 Austin, Texas 78716-1507

A Party may change its address for purpose of Notice by providing Notice of the new address to the other Party in accordance with this Section.

Section 3.04. Time.

Time is of the essence in all matters pertaining to the performance of this Amended Agreement. If any date or period provided in this Amended Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the first business day following the Saturday, Sunday, or legal holiday.

Section 3.05. Waiver.

Any failure by a Party to this Amended Agreement to insist upon strict performance by another Party of any provision of this Amended Agreement will not be deemed a waiver of that provision or any other provision of this Amended Agreement and a Party will have the right at any time to insist upon strict performance of all of the provisions of this Amended Agreement.

Section 3.06. Applicable Law and Venue.

The construction and validity of this Amended Agreement will be governed by the laws of the State of Texas (without regard to conflict of law principles). Venue will be in Travis County, Texas.

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Section 3.07. Incorporation of Exhibits by Reference.

The following exhibit is attached to this Amended Agreement, and is incorporated into this Amended Agreement by reference:

Exhibit A - Land Plan

Section 3.08. Assignability, Successors, and Assigns.

This Amended Agreement will not be assignable by the District or the City without the prior written consent of the City Council and the Board of the District. The Owner may assign its rights in and to this Amended Agreement in its sole discretion. This Amended Agreement will be binding upon and inure to the benefit of the Parties and their respective representatives, successors and permitted assigns.

Section 3.09. Amendment.

This Amended Agreement may only be amended in writing upon the approval of the City Council, the Board of the District, and the Owner, or its successors or assigns.

Section 3.10. Further Documents and Acts.

Each of the Parties agrees that, following the Effective Date, it will, upon the request of any other Party, execute such further documents and do such further acts and things as may reasonably be necessary to effectuate the terms of this Amended Agreement.

Section 3.11. Conflict.

This Amended Agreement and all prior amendments to the the First Amended and Restated Consent Agreement are intended to be harmonious and consistent with each other and, to the extent of any potential conflict, the Parties agree that the First Amended and Restated Consent Agreement and this Amended Agreement will, to the extent possible, be read and interpreted in a manner that resolves any such potential conflict and effects the intent of the Parties in connection with the other agreement. If there is a conflict between the First Amended and Restated Consent Agreement and this Amended Agreement which cannot be resolved, the terms of this Amended Agreement will control.

Section 3.12. Effective Date.

This Amended Agreement is effective as of the date of the last party to sign.

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(signatures appear on following pages)

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DISTRICT:

SENNA HILLS MUNICIPAL UTILITY DISTRICT

By:_____
Chet A. Palesko, President
Board of Directors

Date:_____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me the undersigned notary on _____, 2019 personally appeared Chet A. Palesko, President of the Board of Directors of Senna Hills Municipal Utility District, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration stated in the instrument.

Given under my hand and seal of office.

[seal]

_____
Notary Public, State of Texas

ATTEST:

By:_____
_____, Secretary
Board of Directors

Date:_____

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CITY:

CITY OF AUSTIN, TEXAS

By:_____
Name: Spencer Cronk
Title: City Manager
Date:_____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me the undersigned notary on _____, 2019 personally appeared Spencer Cronk, City Manager of the City of Austin, Texas, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration stated in the instrument.

Given under my hand and seal of office.

[seal]

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

By:_____
Name: Lee Simmons
Title: Assistant City Attorney

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OWNER:

Senna Hills, Ltd., a Texas limited partnership

By: SH DEVELOPMENT, LLC, a Texas limited liability company

By:_____
Don Rip Miller, President

Date:_____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me the undersigned notary on _____, 2019 personally appeared Don Rip Miller, President, SH DEVELOPMENT, LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration stated in the instrument.

Given under my hand and seal of office.

[seal]

_____
Notary Public, State of Texas

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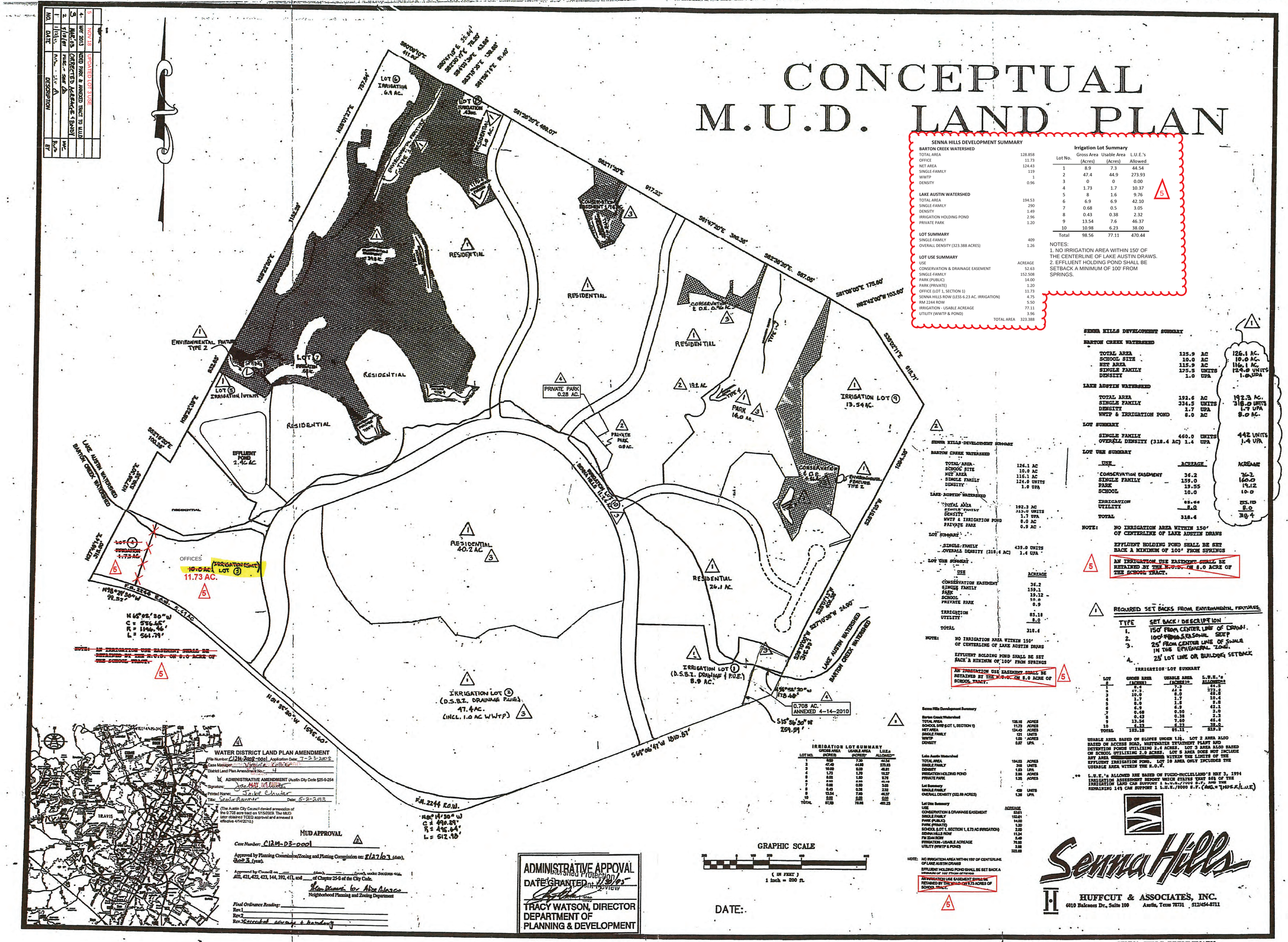
Senna Hills MUD 4th Amdt

CONCEPTUAL M.U.D. LAND PLAN

NO.	DATE	DESCRIPTION	BY
5.	NOV 13	UPDATED LOT 3 USE	
4.	MAY 2013	NOTED PARK & ANNEXED TRACT TO M.U.D.	
3.	MAR 03	CORRECTED ACREAGE & PARKS	MWC
2.	3/18/03	MUD - SHT 2	MWC
1.	1/13/03	MUD - SHT 1	RWB



SENNA HILLS DEVELOPMENT SUMMARY

BARTON CREEK WATERSHED	
TOTAL AREA	128.858
OFFICE	11.73
NET AREA	124.43
SINGLE-FAMILY	119
WWTP	1
DENSITY	0.96
LAKE AUSTIN WATERSHED	
TOTAL AREA	194.53
SINGLE-FAMILY	290
DENSITY	1.49
IRRIGATION HOLDING POND	2.96
PRIVATE PARK	1.20
LOT SUMMARY	
SINGLE-FAMILY	409
OVERALL DENSITY (323.388 ACRES)	1.26
LOT USE SUMMARY	
USE	ACREAGE
CONSERVATION & DRAINAGE EASEMENT	52.63
SINGLE-FAMILY	152.508
PARK (PUBLIC)	14.00
PARK (PRIVATE)	1.20
OFFICE (LOT 1, SECTION 1)	11.73
SENNA HILLS ROW (LESS 6.23 AC. IRRIGATION)	4.75
RM 2244 ROW	5.50
IRRIGATION - USABLE ACREAGE	77.11
UTILITY (WWTP & POND)	3.96
TOTAL AREA	323.388

Irrigation Lot Summary

Lot No.	Gross Area (Acres)	Usable Area (Acres)	L.U.E.'s Allowed
1	8.9	7.3	44.54
2	47.4	44.9	273.93
3	0	0	0.00
4	1.73	1.7	10.37
5	8	1.6	9.76
6	6.9	6.9	42.10
7	0.68	0.5	3.05
8	0.43	0.38	2.32
9	13.54	7.6	46.37
10	10.98	6.23	38.00
Total	98.56	77.11	470.44

5

NOTES:
1. NO IRRIGATION AREA WITHIN 150' OF THE CENTERLINE OF LAKE AUSTIN DRAWS.
2. EFFLUENT HOLDING POND SHALL BE SETBACK A MINIMUM OF 100' FROM SPRINGS.

1

SENNA HILLS DEVELOPMENT SUMMARY

BARTON CREEK WATERSHED

TOTAL AREA	125.9	AC	126.1 AC.
SCHOOL SITE	10.0	AC	10.0 AC.
NET AREA	115.9	AC	116.1 AC.
SINGLE FAMILY	125.5	UNITS	124.0 UNITS
DENSITY	1.0	UPA	1.0 UPA

LAKE AUSTIN WATERSHED

TOTAL AREA	192.6	AC	192.3 AC.
SINGLE FAMILY	334.5	UNITS	318.0 UNITS
DENSITY	1.7	UPA	1.7 UPA
WWTP & IRRIGATION POND	8.0	AC	8.0 AC.

LOT SUMMARY

SINGLE FAMILY	460.0	UNITS	442 UNITS
OVERALL DENSITY (318.4 AC)	1.4	UPA	1.4 UPA

LOT USE SUMMARY

USE	ACREAGE	ACREAGE
CONSERVATION EASEMENT	36.2	36.2
SINGLE FAMILY	159.0	160.0
PARK	19.55	19.12
SCHOOL	10.0	10.0
IRRIGATION	85.66	85.18
UTILITY	8.0	8.0
TOTAL	318.4	318.4

NOTE: NO IRRIGATION AREA WITHIN 150' OF CENTERLINE OF LAKE AUSTIN DRAWS

EFFLUENT HOLDING POND SHALL BE SET BACK A MINIMUM OF 100' FROM SPRINGS

5

AN IRRIGATION USE EASEMENT SHALL BE RETAINED BY THE M.U.D. ON 8.0 ACRE OF THE SCHOOL TRACT.

2

SENNA HILLS DEVELOPMENT SUMMARY

BARTON CREEK WATERSHED

TOTAL AREA	126.1	AC
SCHOOL SITE	10.0	AC
NET AREA	116.1	AC
SINGLE FAMILY	124.0	UNITS
DENSITY	1.0	UPA

LAKE AUSTIN WATERSHED

TOTAL AREA	192.3	AC
SINGLE FAMILY	318.0	UNITS
DENSITY	1.7	UPA
WWTP & IRRIGATION POND	8.0	AC
PRIVATE PARK	0.9	AC

LOT SUMMARY

SINGLE FAMILY	439.0	UNITS
OVERALL DENSITY (318.4 AC)	1.4	UPA

LOT USE SUMMARY

USE	ACREAGE
CONSERVATION EASEMENT	36.2
SINGLE FAMILY	159.1
PARK	19.12
SCHOOL	10.0
PRIVATE PARK	0.9
IRRIGATION	85.18
UTILITY	8.0
TOTAL	318.4

NOTE: NO IRRIGATION AREA WITHIN 150' OF CENTERLINE OF LAKE AUSTIN DRAWS

EFFLUENT HOLDING POND SHALL BE SET BACK A MINIMUM OF 100' FROM SPRINGS

AN IRRIGATION USE EASEMENT SHALL BE RETAINED BY THE M.U.D. ON 8.0 ACRE OF SCHOOL TRACT.

5

Senna Hills Development Summary

Barton Creek Watershed

TOTAL AREA	128.18	ACRES
SCHOOL SITE (LOT 1, SECTION 1)	11.73	ACRES
NET AREA	124.43	ACRES
SINGLE FAMILY	121	UNITS
WWTP	1.00	ACRES
DENSITY	0.97	UPA

Lake Austin Watershed

TOTAL AREA	194.53	ACRES
SINGLE FAMILY	318	UNITS
DENSITY	1.63	UPA
IRRIGATION HOLDING POND	2.96	ACRES
PRIVATE PARK	1.20	ACRES

Lot Summary

SINGLE FAMILY	439	UNITS
OVERALL DENSITY (322.88 ACRES)	1.36	UPA

Lot Use Summary

USE	ACREAGE
CONSERVATION & DRAINAGE EASEMENT	52.63
SINGLE FAMILY	152.61
PARK (PUBLIC)	14.00
PARK (PRIVATE)	1.20
SCHOOL (LOT 1, SECTION 1, 6.73 AC IRRIGATION)	2.00
SENNA HILLS ROW	11.24
FM 2244 ROW	5.49
IRRIGATION - USABLE ACREAGE	79.88
UTILITY (WWTP & POND)	3.96
	323.88

NOTE: NO IRRIGATION AREA WITHIN 150' OF CENTERLINE OF LAKE AUSTIN DRAWS

EFFLUENT HOLDING POND SHALL BE SET BACK A MINIMUM OF 100' FROM SPRINGS

AN IRRIGATION USE EASEMENT SHALL BE RETAINED BY THE M.U.D. ON 8.75 ACRES OF SCHOOL TRACT.

5

1

REQUIRED SET BACKS FROM ENVIRONMENTAL FEATURES

TYPE	SET BACK / DESCRIPTION
1.	150' FROM CENTER LINE OF DRAW.
2.	100' FROM SEASONAL SEEP
3.	25' FROM CENTER LINE OF SWALE IN THE EPHEMERAL ZONE.
4.	25' LOT LINE OR BUILDING SETBACK

IRRIGATION LOT SUMMARY

LOT #	GROSS AREA (ACRES)	USABLE AREA (ACRES)	L.U.E.'s ALLOWED
1	8.9	7.3	44.5
2	47.3	44.9	273.9
3	10.9	0.0	0.0
4	1.7	1.7	10.4
5	8.0	1.6	9.8
6	6.9	6.9	42.1
7	0.68	0.50	3.0
8	0.43	0.38	2.3
9	13.54	7.60	46.4
10	6.23	6.23	38.0
TOTAL	103.10	77.11	519.2

USABLE AREA BASED OF SLOPES UNDER 15%. LOT 2 AREA ALSO BASED ON ACCESS ROAD, WASTEWATER TREATMENT PLANT AND DETENTION PONDS UTILIZING 2.4 ACRES. LOT 3 AREA ALSO BASED ON SCHOOL UTILIZING 2.0 ACRES. LOT 9 AREA DOES NOT INCLUDE ANY AREA WITHIN THE LIMITS OF THE EFFLUENT IRRIGATION POND. LOT 10 AREA ONLY INCLUDES THE USABLE AREA WITHIN THE R.O.W.

L.U.E.'s ALLOWED ARE BASED ON FUGRO-McCLELLAND'S MAY 3, 1994 IRRIGATION ASSESSMENT REPORT WHICH STATES THAT 86% OF THE IRRIGATION LAND CAN SUPPORT 1 L.U.E./1000 S.F. AND THE REMAINING 14% CAN SUPPORT 1 L.U.E./8000 S.F. (AVG. = 1/10.5 S.F./L.U.E.)

IRRIGATION LOT SUMMARY

LOT NO.	GROSS AREA (ACRES)	USABLE AREA (ACRES)	L.U.E.s ALLOWED
1	8.9	7.3	44.54
2	47.40	44.90	273.93
3	10.90	0.00	0.00
4	1.73	1.70	10.37
5	8.00	1.60	9.76
6	6.90	6.90	42.10
7	0.68	0.50	3.05
8	0.43	0.38	2.32
9	13.54	7.60	46.37
10	6.23	6.23	38.00
TOTAL	87.39	78.88	481.25

WATER DISTRICT LAND PLAN AMENDMENT
File Number: C12A-2008-0001 Application Date: 7-23-2008
Case Manager: Virginia Collier
District Land Plan Amendment No.: 4
☒ ADMINISTRATIVE AMENDMENT (Austin City Code §25-9-254)
Signature: Jackie Chuter
Printed Name: Jackie Chuter
Title: Senior Planner Date: 5-2-2013
(The Austin City Council denied annexation of the 0.708 acre tract on 1/15/2009. The MUD later obtained TCEQ approved and annexed it effective 4/14/2010.)

MUD APPROVAL
Case Number: C12A-03-0001
Approved by Planning Commission/Zoning and Planing Commission on: 8/27/03 (date), 2003 (year).
Approved by Council on ____ (date), ____ (year), under Sections 442, 421, 422, 423, 144, 392, 411, and ____ of Chapter 25-6 of the City Code.
Alan Dennis for Alice Glasco
Neighborhood Planning and Zoning Department
Final Ordinance Reading:
Rev.1
Rev.2
Rev.3 Corrected acreage & boundary

ADMINISTRATIVE APPOVAL
DATE GRANTED 10/30/03
TRACY WATSON, DIRECTOR
DEPARTMENT OF PLANNING & DEVELOPMENT

GRAPHIC SCALE
1 inch = 200 ft.

DATE:

Senna Hills
HUFFCUT & ASSOCIATES, INC.
6010 Balcones Dr., Suite 100 Austin, Texas 78731 512/454-8711

SENNA HILLS PRELIMINARY
C8-92-0080

Exhibit A

Senna Hills MUD 4th Amdt