

**FIRST AMENDMENT TO THE CONSENT AGREEMENT BY AND AMONG
THE CITY OF AUSTIN, TEXAS,
ONION CREEK METRO PARK DISTRICT,
AND AUSTIN GOODNIGHT RANCH LP**

This **FIRST AMENDMENT TO THE CONSENT AGREEMENT** (“First Amendment to the Consent Agreement”), effective as of the Effective Date, is made by and among **THE CITY OF AUSTIN, TEXAS**, a home rule municipality located in Travis, Hays and Williamson Counties of the State of Texas (the “City”); **ONION CREEK METRO PARK DISTRICT**, a political subdivision of the State of Texas created by the Legislature under the authority of Article 16, Section 59, and Article 3, Sections 52 and 52-a of the Texas Constitution (the “District”); and **AUSTIN GOODNIGHT RANCH LP**, (the “Developer”).

RECITALS

WHEREAS, the City, the District, and the Developer entered into a Consent Agreement made effective as to the City and Developer on June 26, 2014 and as to the District on August 13, 2014; and

WHEREAS, the City, the District, and the Developer have determined that it is in their best interests to enter into this First Amendment to the Consent Agreement with one another to provide for certainty with regard to the benefits to be provided to the land within the District and to the City, and to ensure efficient and effective implementation of park development within the boundaries of the District for the benefit of the present and future residents and the public at large; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained in this First Amendment to the Consent Agreement, the City, the Developer, and the District agree as follows:

1. The following definitions in Article I of the Consent Agreement “DEFINITIONS” are hereby added or amended to read as follows:

“Base Park Improvement” means the “Great Lawn,” a 50 acre park improvement in the OCMPGC to be constructed and installed by the City, comprised of a fifty space parking lot, 30 acres of irrigated lands and 20 acres of non-irrigated lands as shown on **Exhibit “G”**.

“Base Park Payment” means an annual payment not to exceed \$160,000, in the form of a Grant, which is the estimated annual cost of operation and maintenance of the Base Park Improvement.

“Board” means the duly qualified and acting Board of Directors of the District.

“Consent Ordinance” means the ordinance or resolution the Austin City Council adopts to grant its consent to the creation of the District and the inclusion of the Developer’s land within the District, as provided for in the Enabling Legislation. The term includes any ordinance or resolution necessary to effectuate this First Amendment to the Consent Agreement.

“In-District Improvements” means the undertakings of the District in compliance with Sections 3924.006 and 3924.102 of the Enabling Legislation that promote the health safety, welfare and enjoyment of the general public and include pedestrian ways, streetscapes, landscaping and associated irrigation, parks and recreational facilities, and improvements to be generally located as shown on the modified **Exhibit “B” of the Consent Agreement**.

“Major Amendment to the Master Park Plan” means a major deviation from the Master Park Plan that, based on staff input, and in the discretion of the PARD director, requires an amendment. Such deviations include but are not limited to the following:

- A change in use from a specific amenity identified in the Master Park Plan;
- A change in use that does not align with the overall theme or character of the Master Park Plan;
- A change in use requires significant added parking to the park;
- A change in use requires an adjustment to the existing maintenance plan, operation or program budget for the park;
- A change in use that will significantly increase the number of users to the park.

“Minor Amendment to the Master Park Plan” means a deviation from the Master Park Plan that is not listed in the definition of Major Amendment to the Master Park Plan, but is determined to be a minor deviation, based on staff input and the discretion of the PARD director.

“Nuckols Crossing” means that certain portion of the public right of way that separates the District boundary and in-District park lands from the OCMPGC (depicted on **Exhibit “H”**), and which the Parties expect shall be converted to a park road when Pleasant Valley Road is completed, as it traverses the OCMPGC.

“Onion Creek Metro Park and Greenbelt Corridors,” referred to in this Consent Agreement as “OCMPGC,” means the land comprising approximately 555 acres as shown in the City’s maps entitled Onion Creek Metro Park and Greenbelt Corridors, located east of IH-35, west of Salt Springs Road, south of East William Cannon Drive, and north of the District and Nuckols Crossing Road. The City currently maintains recreational improvements in the Greenbelt Corridors, which is approximately 106 acres, and it is contemplated that such maintenance will continue unless otherwise agreed by the Parties.

“Greenbelt Corridors Improvements” means the parks and recreational improvements existing at the time the Parties entered into the Consent Agreement and constructed and maintained by the City within the Greenbelt Corridors.

“O&MM” means the Operations and Maintenance Manual referenced in Section 7.01(iii) *infra*.

“Reclaimed Water” means reclaimed domestic or municipal wastewater that has allowed by been treated to a quality suitable for certain purposes including landscape irrigation as applicable law including 30 TAC Chapter 210, and the City Code.

2. The following sections of Article II of the Consent Agreement “CONSENT TO CREATION OF DISTRICT” are hereby added or amended to read as follows:

Section 2.03. Streetscapes. (a) At its own cost, the District will own, operate and maintain any improvements in the District that the District constructs or authorizes installation of, located in the public right-of way along City streets. The District will maintain insurance on the improvements for so long as the improvements are in place or as otherwise agreed to by the Parties, and name the City as an additional insured.

(b) The Parties agree that the City has the right to remove the District’s improvements if the City deems it necessary to protect public health and safety, provided the City provides the District 90 days written notice of its intention to perform such removal, except in the cases of an emergency where, in the reasonable opinion of the City, public health and safety cannot be protected without immediate removal of the District’s improvements whereby the City may remove the District’s improvements but only to the extent other reasonable means such as restricting access to the District’s improvements are not available to the City and the immediate removal is necessary to protect against the imminent threat to health and public safety. The City will provide prompt notice to the District and Developer of its intent to remove or removal of the District’s improvements due to an imminent threat to health and public safety. The District shall pay for all reasonable and necessary costs for removal of the District’s improvements.

(c) The District will maintain the District’s streetscapes improvements located in the City’s right-of- way in accordance with the City Code and all applicable laws and regulations applicable to the streetscapes. If the District is in violation of a law or regulation or the City Code applicable to the streetscapes improvements, the City shall inform the District of the violation in writing, and if the District does not act within 90 days of such written request, the City has the right to specific performance by the District or the City may correct the violation and the District shall pay the reasonable and necessary costs for correcting the violation within 45 days of receipt of an invoice from the City for same. If in the City’s reasonable opinion the violation can only be corrected

by removal of the District's improvements, the City may remove, replace, or repair the streetscapes improvements to the extent necessary to be in compliance with applicable laws and regulations or the City Code

(d) The permission granted to the District in section 2.03 (a) to construct and install public improvements in the City's right-of-way within the District boundaries terminates only when the District ceases to exist, and in such case, the District's public improvements are to be considered City-owned.

3. The following sections of Article III of the Consent Agreement "AGREEMENTS IN ADVANCE OF DEVELOPMENT" are hereby added or amended to read as follows:

Section 3.03. In-District Improvements. Until the District has sufficient funds to pay its own expenses, the Developer intends to advance funding on behalf of the District, to pay the costs of planning, design, and construction of public improvements within the District as further defined by the Enabling Legislation, generally in the locations depicted on the modified **Exhibit "B" of the Consent Agreement**, including the Underpasses, a three-mile loop for hiking and biking, the trails along Slaughter Lane, streetscapes and pedestrian ways that provide access from the District to OCMPGC, the Pond(s), and other public open spaces within the southern portion of the development. Such improvements will be conveyed to the District upon completion of construction and acceptance, and the District will own, operate and maintain thereafter.

Section 3.04. Enabling Legislation Incorporated into Agreement. The provisions of the Enabling Legislation, attached as **Exhibit "A," to the Consent Agreement** are incorporated into and made a part of this Agreement for all purposes and if there is a conflict between this Agreement and the Enabling Legislation the Enabling Legislation shall control.

4. The following sections of Article IV of the Consent Agreement "DISTRICT GOVERNANCE" are hereby added or amended as follows:

Section 4.01 (b) District Board of Directors. The Parties agree to the following system of Board member appointment:

(1) Of the seven members of the Board named above, the City has nominated three persons (Places 1, 2 and 3 above), and the Developer, on behalf of the District, has nominated four persons (Places 4, 5, 6 and 7 above). With the adoption of this Consent Agreement by the City, the City appoints all seven of the initial permanent directors as members of the Board.

(2) Members of the Board shall serve four-year terms, except for the initial one year term required in the Enabling Legislation, in order to establish terms that are

staggered, as set forth below. No member shall serve more than three consecutive terms of four years each for a total time of twelve years of uninterrupted service. A director may serve again after a minimum of one year of absence from office, and the count of consecutive terms would begin anew. All directors must meet the qualifications set forth in the Enabling Legislation and more particularly specified in the City's Ordinance No. 810819-E. The City shall appoint the members of the Board according to the procedure it follows when it appoints other citizen members of City Boards and Commissions.

(3) As vacancies occur, the City shall nominate directors to replace Places 1, 2 and 3 above ("City Directors") and the District, after its execution of this Consent Agreement, shall nominate directors to replace Places 4, 5, 6 and 7 above ("District Directors"). Until the District executes this Consent Agreement, the Developer shall nominate directors to replace Places 4, 5, 6 and 7 above.

(4) Nomination and Appointment of City Directors. In nominating and appointing City Directors, the City will follow the procedure set forth in the City Code for appointments to a board with fewer than seven members. The City will make its appointments and provide notice setting forth the appointments to the Board within 60 days of receipt of notice that a vacancy exists among the Board appointments that are made by the City in this Consent Agreement.

(5) Nomination and Appointment of District Directors. In nominating District Directors, the District will follow the procedure set forth in Texas Water Code Section 49.105(a), and the City shall appoint the District's nominees by adopting a resolution setting forth the appointments to the Board within 60 days of receipt of the District's nomination(s).

(6) Notwithstanding Sections 4.01(b) (4) and (5) preceding, if a Board vacancy, whether a City Director or a District Director, has not been filled before the 61st day after the vacancy occurs, the remaining members of the Board may fill the vacancy in accordance with Texas Water Code Section 49.105(a), provided that District Directors shall always constitute a majority of the Board.

(7) The Directors in Places 1, 3, 5 and 7 above shall begin their first term of office on the date of the Board meeting at which the Board canvasses the ballots of the Confirmation Election and announces the results (the "Inaugural Date of Service"), and such first term shall terminate on June 1, 2015.

(8) The terms of the Directors in Places 2, 4 and 6 above shall begin their first term of office on the date of the Board meeting at which the Board canvasses the ballots of the Confirmation Election and announces the results (the "Inaugural Date of Service"), and such first term shall terminate on June 1, 2017.

(9) If a director is appointed to fill the unexpired term of a departing director, that replacement director is deemed to have served the years served by the departing director.

(10) At such time as 42% of the homes are occupied within the District, the District Directors will identify one resident homeowner to serve as one of the four District Directors. At such time as 57% of the homes are occupied within the District, the District Directors will identify one resident homeowner to serve as the second of the four District Directors. At such time as 85% of the homes are occupied within the District, the District Directors will identify one resident homeowner to serve as the third of the four District Directors. At such time as 99% of the homes are occupied within the District, the District Directors will identify one resident homeowner to serve as the fourth of the four District Directors.

(11) The Board by resolution may change the number of voting directors on the Board if the Board determines that the change is in the best interest of the District and the City approves the change. In the event the Board elects to enlarge the Board, the Board shall notify PARD and the Developer of the need for additional nominations for Board members. The City must make additional appointments to fill such new positions on the Board as provided above. At no time may the Board consist of more City Directors than District Directors. The Board may not consist of fewer than seven nor more than 15 members and must be comprised of an uneven number.

(12) The PARD Director or his or her designee shall be an ex officio and non-voting member of the Board.

Section 4.03. Service Agreements. The District may enter into service agreements.

(a) If the District desires to enter into a service agreement related to the operation or maintenance of OCMPGC Improvements, (a "OCMPGC Park Service Agreement") it may do so without further City approval as long as the service provider agrees to abide by the O&MM, as amended from time to time, to the extent it applies to the services being provided by the provider. The District or Developer shall notify the City of its intent to enter into an OCMPGC Park Service Agreement at least 30 days in advance of entering into same. The City shall provide comment to the District within 30 days of receipt of the notice pursuant to this paragraph. The District will endeavor to incorporate the City's reasonable requests related to the OCMPGC Park Service Agreement. The notice to the City shall be sent to the City's Parks and Recreation Department Director. If the District desires to enter into an OCMPGC Park Service Agreement that does not incorporate the O&MM, the District must receive prior written approval from the City which written approval shall not be unreasonably withheld.

(c) If the District is maintaining City-owned property and the City believes the responsibility should revert to the City, the City must present a written request to do so to the Parties, who may consider the request for 60 business days. If the Parties fail to object to the City's request by the close of business on the 61st business day following the date the request is sent (evidenced by post mark or email time and date) then the District shall terminate its service agreement and the City will resume the maintenance responsibilities. The City agrees to maintain the City-owned property referenced above in accordance with the O&MM applicable to the property. The District has the right to require specific performance by the City.

(d) The Parties agree that responsibility for operation and maintenance services will be discussed at each annual meeting of the Parties. If the Parties agree that there should be a change in responsibility to operate and maintain, such determination shall be made at the annual meeting along with a schedule for when the exchange of responsibility can reasonably occur, and the existing assignment of responsibilities shall continue until such agreed upon transition time.

5. The following sections or portions of sections of Article V of the Consent Agenda "AGREEMENTS RELATED TO FINANCING" are hereby added or amended as follows:

Section 5.03 (d) Improvement Projects and Services. The Parties acknowledge that the Developer has paid parkland dedication fees ("PLD Fees") as required by Title 25 of the City Code, relating to the Developer's property within the District for up to 3,533 dwelling units, and will pay additional fees for any dwelling units constructed in addition to the initial 3,533. The City agrees to use all PLD Fees received from Developer, whether to date or in the future, exclusively on improvements within OCMPGC per Section 7.01(b) below, or on adjacent parkland, if approved by the Board of the District. The PLD fees collected and spent shall be reported in the annual meeting required by Section 7.07. However, once the Master Park Plan is one hundred percent (100%) complete and there are no other capital improvements to be made within the OCMPGC, the City may use the PLD fees collected in other areas pursuant to City Code.

Section 5.07. (b) Other Funds. The Parties contemplate that fees may be charged to persons and entities for services and facilities used within the OCMPGC and the District rationally related to such use, and agree that all funds generated by such activities ("Concession Fees") shall be accounted for separately and shall be an offset against any Payment or other Grant paid by the District to the City. Concession Fees shall be the property of the Party that provides maintenance to the land and improvements where the Concession Fees were earned and if both Parties provide maintenance to the land and improvements at the time of Concession Fees earnings, then the Concession Fees will be divided between the Parties based upon the Parties' percentage share of maintenance provided.

Section 5.08. Dissolution. If the Board determines that the District should dissolve, it will endeavor to enter into a park maintenance agreement with the Goodnight Residential Master Community Inc., whereby the District and/or its successor will permit maintenance of the District's park and recreational and open space facilities in order to ensure that the level of service and maintenance meets the goals and intentions of the property owners in the District.

6. The following sections or portions of sections of Article VII of the Consent Agreement "MANAGEMENT OF OCMPGC" are hereby added or amended as follows:

Section 7.01. Overview. (b) The City intends to seek funding for the capital improvements within OCMPGC as authorized by Council and as funds become available and appropriated for such improvements. The City acknowledges that the District will be assuming certain maintenance costs for the OCMPGC, and agrees it will use its best efforts to obtain funding for capital improvements in the OCMPGC at least every other year, so that a parks bond issue is contemplated by the City for the OCMPGC at least once every four years.

(i) The City agrees to dedicate an amount of money equal to the total amount of PLD Fees received from the Developer in connection with the land in the District to planning and construction of the OCMPGC Improvements consistent with the timing set forth in this Consent Agreement. The City agrees that to the extent the District has available funds for maintenance that can be dedicated to maintain City park improvements, the City will endeavor to fund park improvements, subject to authorization by Austin City Council and funds becoming available and appropriated for such improvements. The Parties agree that the amount of District available funds and the timing of the funding of capital improvements within the OCMPGC will be discussed at least annually, at the annual meeting required by the Consent.

(ii) The Parties agree that at least every other year, the District, in collaboration with the District 2 representative on the City's Parks and Recreation Board, will make a presentation to the City's Parks and Recreation Board, in order to present a description of then-existing improvements in the OCMPGC and a vision of improvements needed in the immediate future and the demand therefor. In addition, the District will address its ability to pay for the maintenance of the needed improvements.

(iii) An Operations and Maintenance Manual ("O&MM") has been developed and it establishes the operations and maintenance standards required for maintenance of the parks and recreation and open spaces in the District and in the OCMPGC. The current O&MM is incorporated into this Amended Consent as **Exhibit "I"**. The O&MM will contain an estimating tool for expenses and reflect variations in standards for various uses and areas ranging from more than once a day, to daily, to weekly, to monthly, and so on. The Parties agree the O&MM may be amended from time to time without

amendment to the Consent Agreement. Any amendments to the O&MM must be agreed to in writing by the Parties.

Section 7.02. Flow of Funds. (a) Pursuant to the DFA, the Developer shall advance to the District the money necessary to provide funding for:

(i) the APF-led planning process for OCMPGC;

(ii) the design, construction, operation and maintenance of the In-District Improvements; and

(iii) the operation and administration of the District.

(b) To the extent allowed by law, regulation and rules, the District intends to reimburse the Developer for such costs, and other costs paid by the Developer, pursuant to the terms of the DFA.

(c) The City agrees that it will not construct or install OCMPGC Improvements unless and until the District has collected sufficient tax revenues to support the operation and maintenance of said improvements in accordance with the O&MM, or unless the City agrees to fund or perform such operation and maintenance, as more fully detailed in Section 7.04 below. The Parties acknowledge that the District is not responsible for the maintenance of any areas outside the OCMPGC area.

(d) The City agrees that it will complete construction of the Base Park Improvement by September 2020. Unless and until there is any contrary agreement per Section 7.06 below, the City agrees to operate and maintain the Base Park Improvement as prescribed by the O&MM, or unless the District assumes such maintenance responsibility after giving notice to the City of its intention to enter a Service Agreement to provide operations and maintenance services in the OCMP&GC under Section 4.03. The Developer agrees to advance sufficient funds to the District for Base Park Payment(s) until such time as the District has sufficient financial resources to make such payment(s) or the Developer may provide maintenance services via an OCMPGC Park Services Agreement as permitted by Section 4.03. To the extent allowed by law, the annual Base Park Payment shall be made by the District as a Grant to the City pursuant to Section 3924.109 of the Enabling Legislation, unless the District makes direct payments to a service provider pursuant to an OCMPGC Park Services Agreement.

(e) Upon approval by the voters at the confirmation and tax and bond election, which occurred in November 2014, the District has imposed an unlimited ad valorem property tax of \$.20 per \$100 valuation.

Section 7.03. Amendments to the Plan. The Master Park Plan has been conceived by the Parties together, and in 2015, the Master Park Plan was completed. Over time,

the Parties may determine that the Master Park Plan should be changed or modified or revised, if all Parties agree. Minor Amendments to the Master Park Plan shall be approved by the City's Parks and Recreation Board, and the Board. Major Amendments to the Master Park Plan as defined shall be approved by the Board, the City's Park and Recreation Board, and Austin City Council.

Section 7.04. Timing. (a) The Developer has begun the construction of the In-District Improvements and will proceed with reasonable diligence to completion. Construction of In-District Improvements includes, but is not limited to, civil design through the subdivision process, construction of subdivision improvements, park planning and design, implementation of public bids, Board approval of construction agreements and construction of surface improvements. The Developer is agreeing to build trails in compliance with a conceptual plan that may be provided at the time of subdivision approval. A certificate of occupancy will not be withheld based on construction and completion of such conceptual plans. The Developer shall timely complete open space surface improvements such as trails, plantings and amenities, such that improvements are never less than 10 % the pro rata share of occupied residential units to acres of proposed District improvements. The City has the right of specific performance by the Developer regarding the construction of the trails. Subject to Section 7.02(c) above, The City will commence the construction of the OCMPGC Improvements consistent with the Master Park Plan and as authorized by the City Parks and Recreation Board or Austin City Council, and will proceed with reasonable diligence to completion.

(b) Following City approval by the departments with authority to review and approve plans and specifications for proposed In-District Improvements, the Developer will notify the PARD Director within 10 business days of receipt of such approval. PARD will arrange for an inspection if required, and the inspection will be performed no later than 30 days from the date of the City's approval of the plans and specifications.

(c) The Developer and the District will construct the In-District Improvements to meet or exceed City design standards, specifications, and requirements, unless otherwise provided in this Consent Agreement or approved by the City. The In-District Improvements will be operated and maintained to meet or exceed then-current City standards, if any, for the operation and maintenance of similar park and recreational facilities.

(d) Subject to the offset in Section 5.07 (b), the District agrees to make or cause to be made the initial Base Park Payment yearly as required by the Consent, and to make additional Park Payments on or before October 1 of every year thereafter throughout the term of the Consent, in addition to such other payments that it makes to the City. This section is inapplicable if the District has entered into an OCMPGC Park Services Agreement pursuant to Section 4.03.

(e) Excluding the Base Park Improvement, the City has no obligation to expend City funds for OCMPGC Improvements unless the District can support the corresponding operation and maintenance costs for such improvements. In order to determine the availability of District funds for such purpose, on request of the PARD Director, the District shall submit the most recently obtained certified appraised values within the District, copies of the District's then-current annual budget and most recent audit, and its calculation of available, uncommitted funds. The District may include in its calculation a reserve recommended by its bookkeeper and financial advisor. The Parties will then collaborate to reach a joint decision on what OCMPGC Improvements, if any, should be constructed with the expectation of the District funding operation and maintenance and the timing of such construction. This collaboration should be completed during the annual meeting prescribed by Section 7.07.

Section 7.06. District Operation and Maintenance of OCMPGC. In order to obtain the best value for the Parties, the District may enter into an OCMPGC Park Services Agreement to operate and maintain some or all of the OCMPGC Improvements as prescribed by the O&MM. The District may enter such an OCMPGC Park Service Agreement under Section 4.03, above.

Section 7.07. Mutual Assurances. The Parties agree that once a year prior to the end of February the Board, the PARD Director and staff, and representatives of the Developer will meet in order to review the audited financials of the City and the District with respect to capital, operation and maintenance expenditures and income related to the then-existing OCMPGC Improvements. The Parties at that time also shall discuss the efficacy of the past year's use of funds and improvements that could be considered for the upcoming year. If the Parties conclude that District tax revenues that have been budgeted for maintenance within the OCMPGC were not necessary or used for operation and maintenance in the OCMPGC, the funds shall be returned promptly to the District or reallocated to the coming year's budget. The Parties acknowledge that the District's obligations in the OCMPGC do not begin unless and until, 1) improvements are made that have been agreed to by the Parties; 2) the improvements can be maintained by the District's funding sources; and 3) the improvements are in the Master Park Plan or a properly approved amendment thereto.

Section 7.08. Reclaimed Water use. Use of Reclaimed Water in the park areas is strongly encouraged when reasonable access to Reclaimed Water is available.

7. **The following sections or portions of sections of Article IX of the Consent Agreement "GENERAL PROVISIONS" are hereby added or amended as follows:**

Section 9.08. Exhibits, Titles of Articles, Sections and Subsections. (b) Exhibit B to the Consent Agreement is modified and the new Exhibit B is attached hereto. The Exhibits to the Amended Consent are:

- | | |
|-----------|--|
| EXHIBIT G | Base Park Improvement |
| EXHIBIT H | Nuckols Crossing |
| EXHIBIT I | Operations and Maintenance Manual (“O & MM”) |

Section 9.15. Defined Terms. Capitalized terms that are used in this First Amendment to the Consent Agreement, and not otherwise defined, shall have the meanings set forth in the Consent Agreement.

Section 9.16. The Consent Agreement, as amended herein and, in all other respects, is hereby ratified, approved, and confirmed.

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the City, the District, and the Developer effective as of the date last written.

[EXECUTION PAGES FOLLOW]

FIRST AMENDMENT TO THE CONSENT AGREEMENT BY AND AMONG THE CITY OF AUSTIN,
TEXAS, UNION CREEK METRO PARK DISTRICT, AND AUSTIN GOODNIGHT RANCH LP (_____
____, 2019)

THE CITY OF AUSTIN

By: _____
Name: Spencer Cronk
Title: City Manager

ATTEST/SEAL:

City Clerk

**FIRST AMENDMENT TO THE CONSENT AGREEMENT BY AND AMONG THE CITY OF
AUSTIN, TEXAS, UNION CREEK METRO PARK DISTRICT, AND AUSTIN GOODNIGHT
RANCH LP (_____, 2019)**

UNION CREEK METRO PARK DISTRICT

President, Board of Directors

ATTEST:

Secretary, Board of Directors

**FIRST AMENDMENT TO THE CONSENT AGREEMENT BY AND AMONG THE CITY OF AUSTIN,
TEXAS, ONION CREEK METRO PARK DISTRICT, AND AUSTIN GOODNIGHT RANCH LP
(_____, 2019)**

AUSTIN GOODNIGHT RANCH LP

By: _____

Name: David Mahn

Title: Vice President, Benchmark Land &
Exploration

Member, Austin Goodnight Ranch PLLC,
General Partner, Austin Goodnight Ranch LP