Exhibit "A"

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 (this "*Third Amendment*"), made by and between the **City of Austin, Texas** ("*the City*"), a home-rule municipal corporation situated in Travis County, Texas; **Senna Hills Municipal Utility District** (the *"District"*), a conservation and reclamation district and political subdivision of the State of Texas created and operating as a municipal utility district under Chapters 54 and 49, Texas Water Code; and **Senna Hills, Ltd.**, a Texas limited partnership (the *"Developer"*).

I.
RECITALS

Section 1.01. The District is located within the extraterritorial jurisdiction of the City of Austin, on the north side of FM 2244 ("Bee Caves Road"), approximately 5.0 miles west of the intersection of Bee Caves Road and Loop 360 and 2.5 miles east of the intersection Bee Caves Road and State Highway 71.

Section 1.02. The District was created by an order of the Texas Water Commission (now the Texas Commission on Environmental Quality) on April 6, 1988.

Section 1.03. The City adopted Ordinance No. 870115-E granting its consent to the creation of the District and the City, the District, and Senna Hills, Ltd., a Texas limited partnership (a different entity than the Developer), 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.

Section 1.04. The MUD includes 323 acres located along the north side of FM Road 2244 in western Travis County, east of the City of Bee Cave and within the Austin extraterritorial jurisdiction (ETJ). The City consented to creation of the MUD in 1987. The MUD is mostly developed with single family residential land use. The MUD land plan designates additional tracts for a school, parkland, conservation, effluent irrigation, and wastewater treatment.

Section 1.05. On November 20, 2018, Senna Hills, Ltd., submitted an application to amend the consent agreement between the City of Austin and the Senna Hills Municipal Utility District (MUD). The amendment seeks to revise the Senna Hills MUD land plan and consent agreement to develop land previously designated as a school site and irrigation land (11.73 acres) into an office use.

Section 1.06. The amendment requires updating the land use allocation table to reflect the revised build-out conditions and reduce the ultimate number of single-family units (and overall residential density) as well as the overall area of irrigation required due to a smaller number of land use equivalents. The applicant affirms that the acreage allocated for wastewater irrigation on the proposed office site is no longer needed for effluent irrigation due to a reduction in density throughout the project.

NOW THEREFORE, for and in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the District, and Developer hereby agree as follows:

II.
AGREEMENT

Section 2.01. Amendment. Section 9(g) of the Amended Consent Agreement shall be stricken and replaced with the following: "Commercial and multi-family development is strictly prohibited on the parcels shown as Irrigation Lands on the Land Plan. These lots shall be left in a natural state, except the land may be utilized for recreational purposes and facilities."

Section 2.02. Amendment to Land Plan. The Land Plan for the District, as set forth in Exhibit F to the First Amended Consent Agreement, is deleted and replaced with the Land Plan attached hereto as Exhibit A.

III.
GENERAL PROVISIONS

Section 3.01. Except as set forth in this Third Amendment and in prior amendments of the Amended Consent Agreement, all terms and conditions of the Amended Consent Agreement shall remain in full force and effect.

Section 3.02. This Third Amendment to the Amended Consent Agreement may be executed in duplicate originals each of equal dignity and is effective when executed by the authorized representative of each party.

DRAFT

IN WITNESS WHEREOF, the authorized representative of each party has signed this amendment of the First Amended Consent Agreement as of the date(s) indicated below.

CITY:

City of Austin, Texas, a home-rule municipal corporation

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

APPROVED AS TO FORM:

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

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This **Third Amendment** was acknowledged before me on this_____ day of _____, 2020, by Spencer Cronk, City Manager of the City of Austin, Texas, a municipal corporation, on behalf of said municipal corporation.

(SEAL)

_____
Notary Public - State of Texas

DRAFT

DISTRICT:

Senna Hills Municipal Utility District

By: _____
Name: Chet Palesko
Title: President, Board of Directors
Date: _____

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This **Third Amendment** was acknowledged before me on this _____ day of _____, 2020, by Chet Palesko, President of the Board of Directors of Senna Hills Municipal Utility District, a Texas municipal utility district, on behalf of said municipal corporation.

(SEAL)

_____
Notary Public - State of Texas

DRAFT

DEVELOPER:

Senna Hills, Ltd.

By:_____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This **Third Amendment** was acknowledged before me on this_____ day of _____, 2020, by _____, _____ of Senna Hills, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

_____
Notary Public - State of Texas

DRAFT

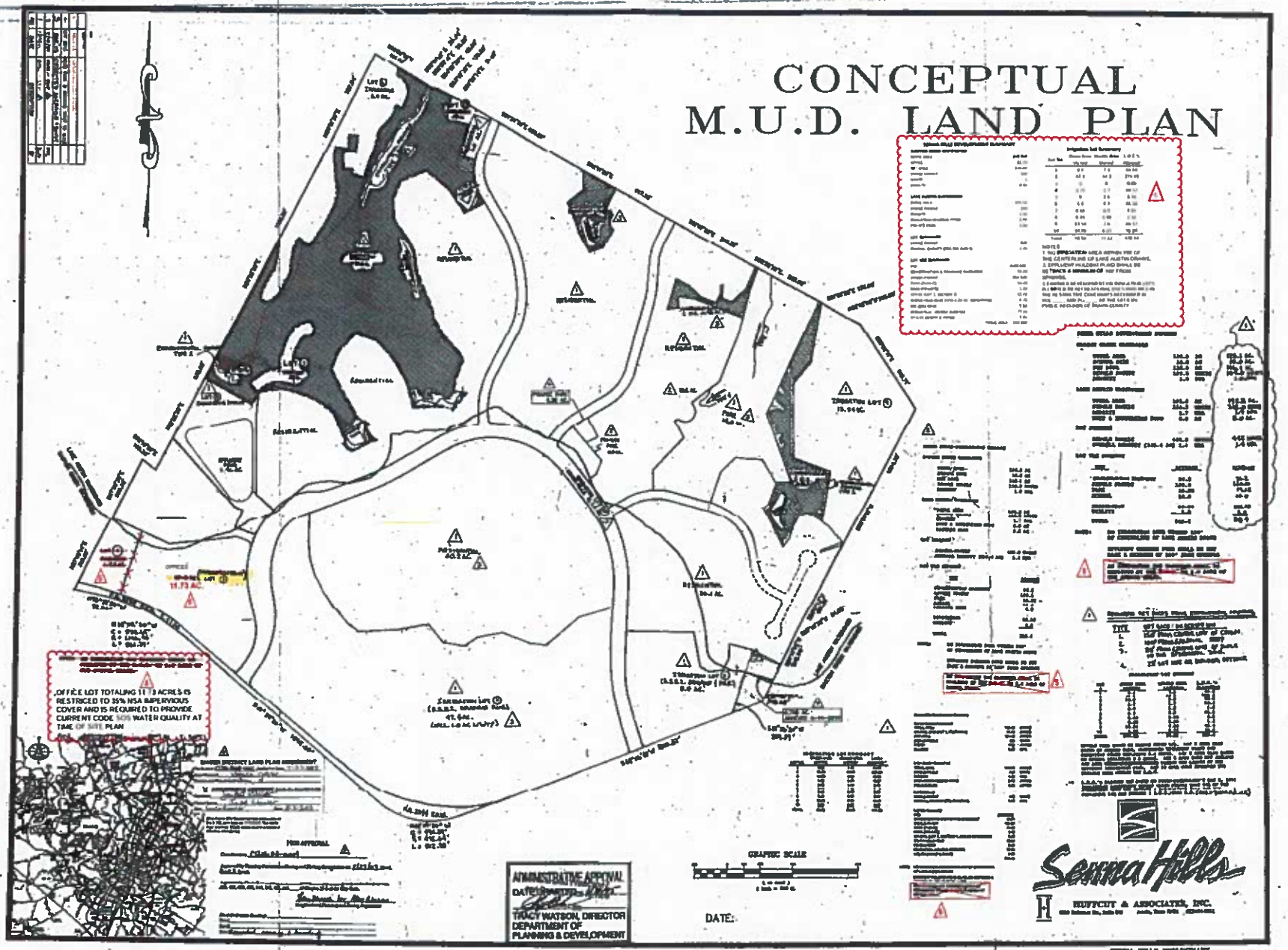


Exhibit A to Third Amendment