

EXHIBIT A

FIRST AMENDED AND RESTATED STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE SUNFIELD (formerly Winfield) MUNICIPAL UTILITY DISTRICT NO. 2

THE STATE OF TEXAS
COUNTIES OF TRAVIS
AND HAYS

KNOW ALL MEN BY THESE PRESENTS

This First Amended and Restated Strategic Partnership Agreement Between the City of Austin, Texas and the Sunfield Municipal Utility District No 2, Travis and Hays Counties, Texas ("Amended Agreement") is made and entered into by and among the City of Austin, a municipal corporation, acting by and through its duly authorized City manager ("City") and the Sunfield Municipal Utility District No. 2 (formerly Winfield Municipal Utility District No. 2, "District"), acting by and through its duly authorized Board of Directors under the authority of Section 43.0751 of the Texas Local Government Code ("Local Government Code). A&M Option 541, LLC, a Texas limited liability company (the "Developer"), has joined in this Agreement for the sole purposes of evidencing its consent to the City's provision of retail water service.

RECITALS

1. The District is a municipal utility district created under Chapter 54 of the Texas Water Code. All of the territory within the District is located within the extraterritorial jurisdiction of the City in Travis and Hays Counties, Texas. The District encompasses approximately 575.70 acres, more or less. Its boundaries are described in Exhibit "A" and depicted on Exhibit "C" attached to this Agreement. The District's name was changed to Sunfield Municipal Utility District No. 2 of Hays County, Texas, by order of the Texas Commission on Environmental Quality, dated April 10, 2006.
2. The City is a municipal corporation established by and chartered under Chapter 90, page 634, of the Special Laws of Texas, 1909, 31st Legislature.
3. A&M Option 541, LLC is a Texas limited liability company and the owner and developer of property within the boundaries of Exhibit "C".
4. The City and the District entered into that certain Strategic Partnership Agreement between the City of Austin and the Winfield Municipal Utility District No. 2 effective April 6, 2006 with the District which provides for eventual annexation and dissolution of the District by the City, and addresses issues related to administration of the District, provision of services, and other regulatory and financial matters.
5. The Texas Commission on Environmental Quality ("TCEQ") has issued Certificate of Convenience and Necessity ("CCN") No. 11316 to Sunfield Municipal Utility District No. 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 the District;

6. The City and the District have determined that it is in the best interest of both Parties and also potential customers in the District to allow the City to become the retail water service provider within the boundaries of the District.
7. The City, the District and Sunfield Municipal Utility Districts Nos. 1, 3 and 4 (formerly Winfield Municipal Utility Districts Nos. 1, 3 and 4) are concurrently executing that First Amendment to Agreement Concerning Creation and Operation of Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4 authorizing the City, inter alia, to provide retail water service to the District; to modify the land plan for the District to permit a wider variety of land uses, including single-family development, to provide for the dedication of parkland and open space, and to provide for conversion of the District into a limited district in accordance with Section 43.0751(f)(6) of the Texas Local Government Code;
8. An application, bearing Case Number C814-2014-0083, has been submitted to the City for a mixed-use, Planned Unit Development within the District consistent with the amended land plan;
9. The District has, by formal action, after public hearings approved this Amended Agreement in open session at a meeting held in accordance with the Open Meetings Act; and
10. All procedural requirements imposed by state law for the adoption of this Amended Agreement have been met.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City, the District and Developer agree that the Original Agreement is amended and restated in full as follows and is effective as set forth in Section 2.02 below:

ARTICLE I
DEFINITIONS, PURPOSE, AND LEGAL AUTHORITY

Section 1.01 Terms Defined in this Agreement.

In this Agreement, each of the following terms shall have the meaning indicated:

- a. "Agreement" means this First Amended and Restated Strategic Partnership Agreement between the City of Austin and the Sunfield (formerly Winfield) Municipal Utility District No. 2.
- b. "City" means the City of Austin, Texas.
- c. "Consent Agreement" means the agreement between the City and the original developers of the District, namely 2428 Partners, L. P., entitled "Agreement Concerning Creation and Operation of Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4," executed April 17, 2006 as amended from time to time.
- d. "Conversion Date" means the date of conversion of the District into the Limited District, which shall be the Full Purpose Annexation Date.
- e. "District" means the Sunfield Municipal Utility District No. 2, Travis and Hays Counties, Texas.
- f. "District Boundaries" means the boundaries of the District as they now exist, including property heretofore annexed or that may hereafter be annexed by the City for full or limited purposes, as

such boundaries are more particularly described in Exhibit "A" and depicted on Exhibit "C" attached to this Agreement.

- g. "District Facilities" means the water, wastewater and drainage facilities, or contract rights therefor, listed on Exhibit "D".
- h. "District Water Supply Facilities" are those facilities described in the Water Service Plan for water service to the District attached as Exhibit "E", excluding, however, the 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") except as provided in the Consent Agreement.
- i. "Full Purpose Annexation Date" means the date on which the District is converted to full-purpose annexation, as provided by Section 2.06 herein.
- j. "Limited District" means the limited district into which the District shall convert in accordance with Section 43.0751(f)(6), Texas Local Government Code, to be known as **"Sunfield Limited District No. 2."**
- k. "Limited District Election" means the election to be held by the District on or before the last uniform election date for 2015 at which the voters within the District shall consider the Limited Purpose Election Proposition.
- l. "Limited District Facilities" means the facilities, improvements, and properties for which the Limited District shall assume operational control and responsibility upon the Conversion Date in accordance with terms and conditions of this Agreement, as more particularly described in the Park Master Plan required by the Consent Agreement.
- m. "Limited Purpose Annexation" means annexation by the City for the limited purpose of planning and zoning, as authorized by Article I, Section 7 of the City's Charter.
- n. "Limited Purpose Election Proposition" means the proposition to be considered by the voters within the District with respect to the following: (i) the approval of creation of the Limited District to be effective as of the Conversion Date; and (ii) authorization for the Limited District to levy and collect an operations and maintenance tax, as authorized by Section 49.107, Texas Water Code, to fund its operation and maintenance obligations as limited and stated in this Agreement.
- o. "Limited Purpose Property" means the property area in the District annexed for limited purposes pursuant to this Agreement, which area is depicted in Exhibit "C" attached to this Agreement and which consists of all the area in the District.
- p. "Notice" means any formal notice or communication required or authorized to be given by one Party to another by this Agreement.
- q. "OA Amenities" means swimming pools, splash pads, community centers and other park and recreational facilities for the Project and any related improvements, land and infrastructure that will be owned, operated and maintained by the Owners Association. Drainage facilities or utility infrastructure, public roads and sidewalks, and other utility or public infrastructure that is owned, operated, and maintained by the District, the City, another governmental entity or a public utility will not constitute OA Amenities.

- r. "Original Agreement" means the Strategic Partnership Agreement between the City of Austin and the Winfield Municipal Utility District No. 2 effective April 6, 2006 and recorded in Document No. 2006117615 of the Official Public Records of Travis County, Texas and Document No. 06018158 of the Official Public Records of Hays County, Texas.
- s. "Owners Association" means a Texas nonprofit corporation created by the Developer to, among other things, enforce restrictive covenants and own and operate the OA Amenities.
- t. "Parties" means the City and the District.
- u. "Party" means the City, or the District, as the case may be.
- v. "PARD Director" means the Director of the City's Parks and Recreation Department or its successor.
- w. "Park Facilities" means parks, landscaping, parkways, greenbelts, sidewalks, trails, public right-of-way beautification projects, and recreational equipment and facilities, including associated street and security lighting, that will be owned, operated and maintained by the District before and by the Limited District after the full purpose annexation of the District.
- x. "PDRD Director" means the Director of the City's Planning and Development Review Department or its successor.
- y. "Period of Limited Purpose Annexation" means that period commencing on the effective date of the Limited Purpose Annexation of the District, and ending upon the effective date of the conversion to full purpose jurisdiction of the City.
- z. "Project" means the master-planned, mixed use community that includes the District.
- aa. "Water Service Plan" means the City-approved conceptual plan for the extension of City water infrastructure in order to provide retail water service to the District.

Section 1.02 Purpose of the Agreement.

The purpose of this Agreement is to define and clarify, through contractual agreement, the terms and conditions of annexation of property in the District by the City and the relationship between the City and the District, including matters related to the issuance of debt by the District, the collection of sales and use tax by the City, and the conversion of the District into the Limited District.

Section 1.03 General Location and Description of the District.

The District is a municipal utility district created under Chapter 54 of the Texas Water Code. All of the territory within the District is located within the limited purpose jurisdiction of the City in Travis and Hays Counties, Texas. The District encompasses approximately 575.70 acres, more or less. Its boundaries are described in Exhibit "A" and depicted in Exhibit "C" attached to this Agreement.

ARTICLE II **ADOPTION OF THE AGREEMENT AND ANNEXATION OF THE DISTRICT**

Section 2.01 Conduct of Public Hearings.

The District and the City acknowledge and agree that prior to the execution of the Agreement, the District and the City conducted public hearings for the purpose of considering the adoption of this Agreement and the annexation of the District in accordance with the terms of this Agreement, and applicable law.

Section 2.02 Effective Date of Agreement.

Under the provisions of Section 43.0751(c) of the Local Government Code, the Original Agreement became effective on April 6, 2006, the date of adoption of the Original Agreement by the City. This Agreement, as the Original Agreement is amended, shall become effective upon the later of: (i) its approval by the Austin City Council; (ii) its approval by the Board of Directors of the District; and (iii) its execution by the Developer. Upon the effective date, the Agreement shall be immediately filed by the District in the Real Property Records of Travis and Hays Counties, Texas.

Section 2.03 Annexation of District for Limited Purposes.

- a. The District and the City agree that the District was annexed by the City for limited purposes of planning and zoning effective May 1, 2006, under Section 43.0751 of the Local Government Code and Article I, Section 7 of the City's Charter. The Parties agree that all of the Limited Purpose Property upon the Limited Purpose Annexation of the same by the City shall continue to be a part of the District following such annexation and shall continue to receive the same services from the District that it now receives. The District may levy an ad valorem tax in all of the areas within the District Boundaries as long as the District continues to exist.
- b. The District on behalf of all present and future owners of land within the District boundaries has consented to the City's annexation of the property within the District Boundaries for limited purposes, and the imposition of sales and use tax by the City within the District Boundaries; and consents to the conversion of the property within the District Boundaries to full purpose jurisdiction in accordance with this Agreement. It is the intent of the Parties that the consent shall bind the District and each owner and future owner of land within the District Boundaries.

Section 2.04 Regulatory and Taxation Authority of the City in the District During Limited Purpose Annexation.

Annexation of the area for the limited purposes of planning and zoning extends City regulatory authority regarding development, construction, land use, environmental quality, and sales and use tax to the area; provided however, that some elements of development may also be subject to review and approval by county government to the extent such review is provided for in subdivision regulation agreements adopted pursuant to state law. Applicable regulations include, but are not limited to, regulations within Titles 25 and 30 of the Land Development Code and related technical manuals, and all rules adopted pursuant thereto. The City may impose and collect sales and use tax as provided in subsection (k) of Section 43.0751 of the Local Government Code; except that the City shall have no authority to levy any other taxes within the territory annexed for limited purposes during the Period of Limited Purpose Annexation.

Section 2.05 District Residents as Citizens of the City During Limited Purpose Annexation.

- a. As provided by Article I, Section 7 of the City's Charter, upon Limited Purpose Annexation any resident of that portion of the District annexed for limited purposes shall be deemed to be a citizen of the City and shall be entitled to vote in City elections on every issue where the question before the electorate is the election or recall of a City Council member, or the amendment of the City's Charter.

- b. As provided by Article I, Section 7 of the City's Charter, no resident of that portion of the District annexed for limited purposes is eligible to run for office in the City during the Period of Limited Purpose Annexation.
- c. As provided by Article I, Section 7 of the City's Charter, upon Limited Purpose Annexation any resident of that portion of the District annexed for limited purposes shall be deemed to be a citizen of the City in connection with ordinances, rules or regulations which are applicable to the citizen by virtue of the Limited Purpose Annexation.

Section 2.06 Conversion to Full Purpose Annexation of Limited Purpose Annexed Area.

In accordance with Sections 43.0751(f)(5) and 43.0751(h) of the Local Government Code, the District and the City agree that the Limited Purpose Annexation status of the District under this Agreement may be converted to full purpose annexation no sooner than the earlier of (i) December 31, 2035, or (ii) upon the completion and issuance of District bonds for 100% of utility infrastructure by the District pursuant to a Consent Agreement between the City and District. In determining whether 100% of the District Facilities and bonds therefore have been completed and issued, the parties agree that such determination shall not be based on bonds authorized by the District's voters but rather shall be based on bonds necessary to provide water, wastewater and drainage facilities (including Regional Facilities) and services to proposed development within the District shown on the approved land use plan attached as **Exhibit "F"** to the Consent Agreement, as amended, in accordance with applicable standards for such facilities and services, including those of the City and the Texas Commission on Environmental Quality. In that regard, the District's consulting engineers and the City's Director of Water Utility will make a mutual determination of such fact acting in good faith. If they cannot agree on such determination and the City desires to annex the District for full purposes, the parties agree to submit such determination to binding arbitration within sixty days after the District receives written notice from the City of the City's desire to annex the District for full purposes and the City's belief that 100% of the District Facilities have been completed and 100% of the District's bonds have been issued therefor. The arbitration shall be conducted in accordance with Section 7.01 of this Agreement. This full purpose annexation conversion may be effected by City Council adoption of an ordinance including the area of the District within the full purpose City limits. Except as set out in this Agreement, no additional procedural or substantive requirements of state or local annexation law shall apply to such annexation, or to the annexation and dissolution ordinance.

Section 2.07 District Residents as Citizens of the City Upon Conversion to Full Purpose Jurisdiction of the District.

A resident of an area of the District that is converted to full purpose jurisdiction becomes a citizen of the City for all purposes and shall have all the rights, privileges, and responsibilities accorded to the citizens residing in all other areas that the City has annexed for full purposes.

Section 2.08 Notice to Landowners of Full Purpose and Limited Purpose Annexation of Land Within the District.

The District agrees to file the following notice concerning this Agreement in the Real Property Records of Travis and Hays Counties for the property within the District:

All of the property within the boundaries of Sunfield Municipal Utility District No. 2 of Travis and Hays Counties, Texas (the "District"), as depicted on the map attached hereto, is subject to the terms and conditions of a Strategic Partnership Agreement ("Agreement") between the District and the City of Austin ("City"), dated April 6, 2006. The Agreement establishes a timetable for the annexation by the City of Austin of the property in the District, which will be annexed initially for

limited purposes and subsequently for full purposes. The annexation for full purposes may occur automatically at any time after the earlier of (i) December 31, 2035, or (ii) upon the completion and issuance of District bonds for 100% of utility infrastructure by the District, in accordance with a Consent Agreement between the City and District, and the Strategic Partnership Agreement. A copy of the Strategic Partnership Agreement may be obtained by contacting the offices of the District, and questions concerning the Agreement may be directed to the District or the City of Austin.

This notice with appropriate modifications shall also be included in the notice to purchasers of real property in the District in each future edition of the District's Information Form required to be recorded in the Real Property Records of Travis and Hays Counties, Texas, pursuant to Section 49.455 of the Texas Water Code.

Section 2.09 Regulatory and Taxation Authority of the City, the District, and the Limited District.

Upon full purpose annexation of the District, the City shall have all the authority and power, including taxation authority, within the District that the City enjoys in all other areas that the City has annexed or does annex for full purposes. During the period of Limited Purpose Annexation, the District shall have all of the authority and power, including taxation authority, of a municipal utility district, except as modified by the terms and provisions of this Agreement and applicable law, so long as the District exists. On the Conversion Date, the Limited District shall have the authority and power, including taxation authority, as provided in this Agreement, so long as the Limited District exists.

ARTICLE III **SERVICES TO THE DISTRICT**

Section 3.01 Municipal Services during the Period of Limited Purpose Annexation

- a. The parties understand and agree that no City services, other than retail water services, services related to planning and zoning (including environmental quality), and enforcement of planning and zoning regulations (including environmental regulations), and other services which may be agreed to by the City under separate contract, will be provided in any area within the District Boundaries prior to the conversion of the District to full purpose jurisdiction.
- b. City services not now being provided within the District Boundaries, other than retail water services, shall commence upon conversion of the District to full purpose jurisdiction, and dissolution of the District.
- c. Retail Water Service.
 1. Certificate of Convenience and Necessity. As provided in the Consent Agreement, the City, District, and District 4 shall apply for the transfer of the certificate of convenience and necessity ("Certificate") to the City in order to provide retail water service within the approximately 575.7 acres more particularly depicted on the Exhibit "C" attached to the Agreement, which consists of all the area in the District.
 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 to the extent of this Agreement.
 3. Retail Water Service by City. As provided in the Consent Agreement, the District

agrees that, upon execution of this Agreement, an appropriate application shall be submitted to PUC to allow the City to obtain certification to provide retail water service within the boundaries of the District. The District and Developer shall support and cooperate reasonably with the City to file an appropriate application with PUC in a reasonably expeditious manner. All customers, if any, whose place of use of water is currently located within the District and who are provided retail water service by the City whether on an interim basis or after approval of the 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 the District may be curtailed on the same basis as services may be curtailed to any other city retail customer under applicable City ordinances and policies.

4. Water Service Plan and Utility Infrastructure Review. The District has submitted, and the City has approved, the Water Service Plan for water service to the District, attached as Exhibit "E" hereto. The Water Service Plan does not expire unless stated so in a future amendment to this Agreement. The District, the Developer, and property owners within the District shall retain the right to propose to modify the approved Water Service Plan. Designing, constructing, financing, operating and maintaining the Far South Pressure Zone Facilities shall be the exclusive responsibility of the City, and neither the Agreement nor this Amendment shall be construed to require the District or any property owner within the District to construct, finance, operate or maintain the same. The District or a property owner within the District, 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, the District and Developer agree to donate or cause to be donated to the City the property for the Far South Zone Pressure 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.

5. District Water Supply Facilities. The District Water Supply Facilities shall be designed, approved, constructed and financed as provided in this Agreement. The District shall transfer the District Water Supply Facilities to the City, at no cost to the City and free and clear of all liens, claims or encumbrances, upon the approval of the City's Certificate by PUC. If the City's Certificate is approved after the construction of some or all of the District Water Supply Facilities, the District shall transfer the District Water Supply

Facilities to the City, at no cost to the City, upon completion of construction and their acceptance by the City. The City shall be responsible for operating, maintaining, and repairing all District Water Supply Facilities at the City's sole expense upon their transfer to the City by the District. All District Facilities (as defined in this Agreement) other than District Water Supply Facilities shall be approved, constructed, financed, operated and transferred to the City upon full purpose annexation as provided in this Agreement.

Section 3.02 Effluent Reuse by the District.

- a. District Effluent Reuse Agreements. As provided in the Consent Agreement, the City has acknowledged and affirmed the District's authority to obtain treated effluent (non-potable water) for use to irrigate certain parks, common areas and public spaces and to enter into effluent reuse agreements with other utilities.
- b. Compliance. It shall be the responsibility of the District to obtain any necessary permits or approvals from the appropriate local, state and/or federal agencies for use of effluent in the District. Copies of such permits and approvals shall be provided to the City.
- c. Resale. The District reserves the right to supply effluent purchased by it to customers within the District, as authorized by the rules and regulations adopted by local, state and federal agencies.
- d. Effluent Reuse Facilities. The proportionate cost of acquiring, designing, installing and constructing all delivery and metering facilities necessary for the District to receive effluent from another utility, including, but not limited to, storage basin, pumps, pipelines, meters, meter vaults and associated valves, shall be the sole responsibility of the District and shall be considered "District Facilities" as defined in the Agreement, and their design, construction, acquisition, financing, operation and maintenance shall be governed by the terms of the Agreement. All such facilities shall be transferred to City ownership upon full purpose annexation as provided in the Agreement.
- e. No City Ownership. Unless the City has entered into an agreement with the District, District 1, District 3, and/or District 4, until the dissolution or full-purpose annexation of the District by the City, the City shall have no ownership interest in any effluent or effluent purchase contracts entered into by the District, and no right to charge a service fee, capital recovery charge, tax or other fee to either the District or to any District customer for such use of effluent.

ARTICLE IV

DISTRICT ASSETS, LIABILITIES, OBLIGATIONS, DEBT AND DEBT SERVICE AND THE CONSENT AGREEMENT

Section 4.01 Assets, Liabilities, Indebtedness, and Obligations During the Period of Limited Purpose Annexation.

- a. The Consent Agreement, to the extent that it is not inconsistent with the provisions of this Agreement, shall remain in full force and effect until, and shall expire upon, full purpose annexation of the District, at which time the District shall be converted to the Limited District.
- b. If there is a conflict between the Consent Agreement and this Agreement, this Agreement shall control.
- c. The District's contracts, assets, liabilities, indebtedness, and obligations will all remain the responsibility of the District until full purpose annexation. Prior to full purpose annexation,

disposition or acquisition of additional contracts, assets, liabilities, indebtedness and obligations shall be governed by the Consent Agreement to the extent the Consent Agreement is not inconsistent with this Agreement.

- d. The District shall provide in all agreements with developers developing within the District, that if all bonds have not been issued by the date of full purpose annexation by the City, the developers waive any right to a claim against the District or the City for reimbursement of unreimbursed developer expenses.

Section 4.02 Assumption of the District's Outstanding Obligations, Assets, Debts, and Liabilities by the City.

- a. The City shall assume none of the District's obligations or assets during the period preceding conversion to full purpose annexation jurisdiction, except for retail water service and as otherwise specifically provided in this Agreement.
- b. Upon conversion of the District to full purpose annexation jurisdiction of the City, and conversion of the District to the Limited District, all of the obligations, liabilities, indebtedness, and assets of the District, including but not limited to the District's Bonds, shall be assumed by the City, except (i) those obligations, liabilities, indebtedness, and assets incurred or acquired by the District in violation of the Consent Agreement, this Agreement, or state law, and (ii) as provided in Article VI of this Agreement.

Section 4.03 Capital Improvements During the Period of Limited Purpose Annexation.

During the Period of Limited Purpose Annexation the District shall be responsible for making all capital improvements to District Facilities, under the terms and conditions in effect under the Consent Agreement.

Section 4.04 District Bonds and Tax.

- a. The District will levy a debt service tax to provide debt service to the District's Bonds in accordance with the terms thereof, and will continue to do so pending full purpose annexation of the District. Upon full purpose annexation of the District by the City, the City will assume the District's outstanding bonds. Any funds in the District's debt service account which have not been applied toward the District's Bonds will be transferred to the City in full to be applied toward debt service of the District's Bonds being assumed by the City upon conversion to full purpose annexation jurisdiction of the District.

With regard to these funds, the District shall:

- i maintain separate accounts for its debt service fund and for its general fund reflecting the source of these funds; and
 - ii. provide the City with an annual accounting in due course after the close of the District's fiscal year for each year of this Agreement for the debt service fund account and the general fund account reflecting the status of each such account.
- b. The District agrees to report the annual debt tax rate and operations and maintenance tax rate set by the District to the District's tax collector in Travis and Hays Counties, and to do and perform all acts required by law for the tax rates to be effective.

- c. On the Conversion Date, all funds in the District's general operating accounts will become the property of and be transferred to the Limited District.
- d. As tax revenues for the year of full purpose annexation are collected, the portion allocable to debt service will be paid to the City and the portion allocable to operations and maintenance will be transferred to the Limited District.

Section 4.05 Limitations on Employment Contractual Obligations of the District, and Debt, Liabilities or Obligations.

The District agrees that as of the effective date of this Agreement, it will not enter into any contracts for employment or services that will result in the creation or continuation of a contractual obligation for the City after the date of full purpose annexation of the District, without the prior written approval of the City. Except for the issuance of bonds approved in the Consent Agreement, the District shall not incur debt, liabilities, or obligations, to construct additional District Facilities, or otherwise transfer property without the prior written approval of the City.

ARTICLE V

DEDICATION TO CITY OF DISTRICT FACILITIES AND REAL PROPERTY; AUDIT

Section 5.01 Easement and Fee Simple Dedication of District Facilities to City.

Upon full purpose annexation of the District by the City, the District shall grant to the City fee simple title or public utility easements (to the extent the City does not already hold an easement to such District Facilities) to all real property containing District Facilities then owned by the District that are to be transferred to the City on the date of conversion to full purpose jurisdiction of the District. In addition, any developers who have constructed District Facilities for the District pursuant to reimbursement agreements with the District but for which the District has not then issued District bonds to purchase same shall convey such unreimbursed District Facilities to the City free and clear of any liens, claims or encumbrances and shall waive any rights to reimbursement for same. The District shall provide for appropriate provisions in any such reimbursement agreements requiring such developers to make any conveyance required by this Section. The dedications shall be by appropriate instrument, acceptable in form and substance to the District and the City, and the District and such developers shall perform all acts necessary prior to the effective date of the conversion to accomplish the transfer of title or easement effective on the date of conversion. However, should the transfer of title to all such properties not be accomplished for any reason by the effective date of the full purpose annexation of the District, the District and such developers shall proceed promptly to conclude the transfer following conversion, for a period not to exceed ninety (90) days, and the District shall remain in effect for such purposes.

Section 5.02 Audit; Review of District Records.

At such time as it is required by the rules of the TCEQ, the District shall conduct an annual audit, at its sole expense, to be performed by an independent certified public accountant. The District shall file a copy of the completed audit with the City's Director of Financial Services. The District shall make its financial records available to the City for inspection during normal business hours.

ARTICLE VI

DISTRICT CONTINUATION AS A LIMITED DISTRICT

Section 6.01 Limited District Election.

The District agrees to conduct the Limited District Election to provide funds to operate the Limited District and to operate and maintain the Limited District Facilities. The District agrees that it may not issue bonds until such time as the Limited Purpose Election Proposition has been submitted to and approved by the voters within the District.

Section 6.02 Continuation as a Limited District.

- a. The District shall automatically convert into the Limited District upon the Conversion Date.
- b. The boundaries of the Limited District shall be coextensive with the District Boundaries.

The Limited District shall exist for an initial term of 10 years following the Conversion Date (the “**Initial Term**”). Following the Initial Term the City agrees that the existence of the Limited District shall continue for each successive 10 year term unless the City within the period that is between the first day of April and the first day of October immediately prior to the end of the immediately preceding 10 year term: (i) takes official action by resolution to terminate the Limited District at the end of the then expiring term of the Limited District, and (ii) notifies the Limited District in writing of the official action to terminate the Limited District.

Section 6.03 Functions and Responsibilities of the Limited District.

- a. The functions and responsibilities of the Limited District shall be limited to the following, which may be changed from time to time only by written agreement of the governing bodies of the Limited District and the City:
 - i. Owning, maintaining, operating, controlling, developing, and maintaining the Limited District Facilities located within the District Boundaries; and
 - ii. enforcing deed restrictions within the District Boundaries pursuant to Section 54.237 of the Water Code (including exercising the architectural control powers of the District).
- b. The Parties agree that the Limited District shall have the power of annexation in accordance with Section 49.301 - 49.302 of the Texas Water Code, but shall be required to secure the written consent of the City Council of the City prior to annexing any property into the boundaries of the Limited District.

Section 6.04 Transfer of Assets to Limited District.

The parties agree that ownership of the Limited District Facilities shall automatically transfer from the District to the Limited District on the Conversion Date. All other assets owned by the District as of such date shall automatically transfer to the City effective as of full purpose annexation of the property within the District.

Section 6.05 Limited District Information to be Provided to City.

- a. The Limited District will provide the PDRD Director with a copy of the agenda for each meeting of its Board concurrently with the posting of the agenda at the Travis County Courthouse. The Limited District will also provide the PDRD Director with a copy of the minutes of all meetings of the Limited District's Board within five business days of the date of approval of such minutes. The Limited District will file a copy of its approved budget for each fiscal year with the PDRD Director within 30 days after approval by the Limited District's Board.

- b. The Limited District will obtain an annual audit, prepared by an independent certified public accountant, and will file a copy of its annual audit with the PDRD Director within 30 days after approval by the Limited District's Board.

Section 6.06 No City Liability for Limited District Operations.

The City will not be liable for any claims or causes of action which arise out of, or result from, the Limited District's ownership, operation, or maintenance of the Limited District Facilities, nor will the City be liable for any claims or causes of action arising out of or resulting from the Limited District's operations, maintenance, or other activities on any property owned by the City. To the extent authorized by law, the Limited District will indemnify, defend, and hold harmless the City from any claims, demands, actions, and causes of action whatsoever arising out of or resulting from the Limited District's maintenance, operation, or ownership of the Limited District Facilities, the Limited District's performance of its functions described in this Agreement, or the Limited District's maintenance, operations, or other activities on any property owned by the City. The Limited District agrees to cause the City to be added as an additional insured on its general liability insurance, which the Limited District agrees to obtain and maintain in full force and effect for each year of its existence.

Section 6.07 Bonds and Indebtedness of Limited District.

The Limited District may not issue bonds or notes for any purpose without the prior written consent of the City Council of the City. The Limited District may not incur indebtedness or enter into lease agreements other than in connection with the normal functions and operations of the Limited District, for the operation, maintenance and repair of the Limited District Facilities, or for other purposes authorized in this Agreement.

Section 6.08 Limitations on Employment Obligations.

The Limited District will not, without the prior written approval of the City, enter into any contracts for employment that will result in a contractual obligation binding on the City after the date of dissolution of the Limited District.

Section 6.09 Limitation on Limited District Facilities and Related Debt.

After the Conversion Date, the Limited District may not acquire, purchase, construct, or lease additional Limited District Facilities, expand any existing Limited District Facilities, or incur debt, liabilities, or obligations to construct additional Limited District Facilities, other than Limited District Facilities which are provided for under this Agreement, without the prior approval of the City, which approval will not be unreasonably withheld, conditioned, or delayed. Nothing in this Agreement will be construed to prohibit the Limited District from repairing or replacing any Limited District Facilities, from installing landscaping or park and recreational improvements, or from modifying or upgrading any Limited District Facilities as may be required by applicable law or a regulation of any governmental entity with jurisdiction. Any repair, replacement or improvements undertaken by the Limited District shall be subject to the terms and conditions of this Agreement, including those provisions that require prior approval of the City.

Section 6.10 Restrictive Covenants.

The Limited District may not, without the prior written approval of the City, impose any restrictive covenants on property owned by the Limited District, other than restrictive covenants approved by the City. All restrictive covenants imposed by the Limited District on its property will be submitted to the

PDRD Director and will be subject to his or her review and approval prior to execution and recordation, which approval will not be unreasonably withheld, conditioned, or delayed.

Section 6.11 Dissolution of the Limited District.

- a. Notwithstanding Section 6.02 of this Agreement, if, in any year, the Limited District fails to levy an operation and maintenance tax sufficient to perform its duties and functions as provided in this Agreement, after taking into account its then existing fund balances, the Limited District may be unilaterally dissolved by the City, and no consent of the Limited District or any property owner in the Limited District will be required.
- b. Upon the adoption of a resolution by City Council dissolving the Limited District under this Article VI, the City will assume all obligations, liabilities, indebtedness, and assets of the Limited District. The Board of Directors of the Limited District will cooperate with the City to ensure an orderly transition, and will execute any documents necessary to transfer the assets, obligations, indebtedness and liability of the Limited District to the City in a manner reasonably acceptable to the City Attorney. If any transfer has not been completed for any reason by the dissolution date, the Limited District agrees that the City will be authorized to finalize such conveyances as the District's successor-in-interest.

ARTICLE VII **MISCELLANEOUS PROVISIONS**

Section 7.01 Entire Agreement.

- a. Except as expressly set forth in this Agreement, this Agreement is not intended to waive or limit the applicability of laws, regulations and ordinances applicable to the District or the City, nor does it waive the jurisdiction or sovereignty of any governmental body with respect to the District or the City.
- b. As of this date there are no agreements, oral or written, between the Parties which are in conflict with this Agreement. Except as expressly provided by this Agreement, this Agreement, together with all of the attachments to this Agreement, constitutes the entire agreement between the Parties with respect to the terms and conditions governing the annexation of the District. Except as expressly provided by this Agreement, no representations or agreements other than those specifically included in this Agreement shall be binding on either the City or the District.

Section 7.02 Notice.

- a. It is contemplated that the Parties will contact each other concerning the subject matter of this Agreement. However, any Notice shall be given at the addresses below for each of the Parties.
- b. Notice may be given by:
 - i. delivering the Notice to the Party to be notified;
 - ii. by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; or
 - iii. by sending the Notice by telefax with confirming copy sent by mail to the Party to be

notified.

- c. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified.
- d. For purposes of Notice, the addresses of the Parties shall, until changed as provided in this Section, be as follows:

City of Austin:

City Manager
P.O. Box 1088
Austin, Texas 78767

With required copy to
City of Attorney:
City of Austin
P.O. Box 1088
Austin, Texas 78767

District:

Sunfield Municipal Utility District No. 2:
c/o: Pamela Madere
Address: Coats Rose
901 S. Mopac Expressway, Bldg., 1, Ste. 500
Austin, Texas 78746

Developer:

A&M Option 541, LLC
c/o: Pamela Madere
Address: Coats Rose
901 S. Mopac Expressway, Bldg., 1, Ste. 500
Austin, Texas 78746

- e. The Parties may change their addresses for Notice purposes by providing five days written notice of the changed address to the other Party.
- f. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating Notice is extended to the first business day following the Saturday, Sunday, or legal holiday.

Section 7.03 Time.

Time is of the essence in all matters pertaining to the performance of this Agreement.

Section 7.04 Severability or Modification of Agreement as a Result of Modification of the State Code and Statutory Authority for the Agreement.

- a. If any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application of the word, phrase, clause, sentence, paragraph, section or other part of this Agreement to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the Parties agree that they will amend or revise this Agreement to accomplish to the greatest degree practical the same purpose and objective of the part determined to be invalid or unconstitutional, including without limitation amendments or

revisions to the terms and conditions of this Agreement pertaining to or affecting the rights and authority of the Parties in areas of the District annexed by the City pursuant to this Agreement, whether for limited or full purposes. If the Parties cannot agree on any such amendment or revision within ninety days of the final judgment of the trial court or any state appellate court that reviews the matter, then either Party may proceed in accordance with the procedures specified in Article VII of this Agreement.

- b. If any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement is modified in whole or in part as a result of amendments to the underlying state code and statutory authority for this Agreement, the Parties agree and understand that such modification may frustrate the purpose of this Agreement. The parties agree that they will attempt to amend or revise this Agreement to accomplish to the greatest degree practical (i) the same purpose and objective of the part of this Agreement affected by the modification of the underlying state code and statutory authority and (ii) the original intent and purpose of this Agreement. If the Parties cannot agree on any such amendment or revision within ninety days from the effective date of amendment of the state code and statutory authority for this Agreement, then this Agreement shall terminate, unless the Parties agree to an extension of time for negotiation of the modification.
- c. If this Agreement is to be terminated as a result of the operation of this Section, the City shall have the right for a ninety (90) day period prior to the effective date of termination, in its sole discretion, to annex the District for full purposes, and dissolve the District. No additional procedural or substantive requirements of state or local annexation law shall apply to such annexation and dissolution, or to the annexation and dissolution ordinance.

Section 7.05 Waiver.

Any failure by a Party to the Agreement to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver of the provision or of any other provision of the Agreement. The Party has the right at any time to insist upon strict performance of any of the provisions of the Agreement.

Section 7.06 Applicable Law and Venue.

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

Section 7.07 Reservation of Rights.

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

Section 7.08 Further Agreement and Documents.

Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, exchange any other documents necessary to effectuate the terms of this Agreement. Both Parties also agree that they will do any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 7.09 Incorporation of Exhibits and Other Documents by Reference.

All Exhibits and other Documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 7.10 Assignability, Successors, and Assigns.

This Agreement shall not be assignable by the either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

Section 7.11 Amendment.

This Agreement may only be amended in writing upon the approval of the governing bodies of the City and the District.

ARTICLE VIII **DEFAULT AND REMEDIES FOR DEFAULT**

Section 8.01 Default.

- a. Upon the occurrence, or alleged occurrence, of an event of default under or violation of this Agreement, the non-defaulting Party shall send the defaulting Party Notice of its default or violation or alleged default or violation. Except as otherwise specifically provided in this Agreement, the defaulting Party must cure its default or violation within seventy-five days following receipt of the Notice of default or violation.
- b. If the default or violation is not cured within the seventy-five day period, the non-defaulting Party may sue for enforcement or cancellation of this Agreement. However, prior to bringing any proceeding in a court of law or before a court of competent jurisdiction, the Parties may resolve the issue through mediation. If the Parties agree to seek mediation or arbitration, they must participate in good faith. However, none of the Parties shall be obligated to pursue mediation or arbitration that does not resolve the issue in dispute within seven days after the mediation is initiated or within fourteen days after the mediation is requested. Further the parties are not obligated to pursue arbitration that does not resolve the issue within twenty-eight days after the arbitration is requested. The Parties shall share the costs of the mediation or arbitration equally. The Parties further agree that the City is not obligated to resolve any dispute based on an arbitration decision under this Agreement if the arbitration decision compromises the City's sovereign immunity as a home rule city.
- c. If the Parties are unable to resolve their dispute through mediation or arbitration, the non-defaulting Party shall have the right to enforce the terms and provisions of this Agreement by specific performance or by such other legal or equitable relief to which the non-defaulting Party maybe entitled. Any remedy or relief described in this Agreement shall be cumulative of, and in addition to, any other remedies and relief available at law or in equity.
- d. If the defaulting Party fails to abide by these deadlines, the non-defaulting Party shall have all rights and remedies available in law and equity and all rights and remedies provided in this Agreement. The Parties acknowledge that the City's remedies shall include the right, in the City's sole discretion, to proceed with full purpose annexation of the District, or any portion thereof.
- e. All of these rights and remedies shall be cumulative.

Section 8.02 Dissolution of the District.

- a. If the District is dissolved without the prior written approval of the City, this Agreement shall automatically terminate and the City shall have the right to annex all of the territory within the District for full purposes without restriction.
- b. If the District is dissolved, the Board of Directors for the District shall continue to exist after the dissolution for the sole purpose of doing any and all acts or things necessary to transfer the assets, obligations, indebtedness, and liabilities to the City. Upon completion of the transfer of all assets, obligations, indebtedness, and liabilities to the City, the District shall cease to exist.

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EXECUTED AND DELIVERED in duplicate counterparts effective as set forth in Article II, Section 2.02 above..

CITY OF AUSTIN, TEXAS

Attest: _____
City Clerk

By: _____
Marc A. Ott
City Manager

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on _____ 2015 by Marc A. Ott, City Manager for the City of Austin, Texas, a Texas municipal corporation, for and on behalf of the municipal corporation.

Notary Public in and for the State of Texas

[Seal]

**SUNFIELD MUNICIPAL UTILITY
DISTRICT NO. 2**

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 Sunfield Municipal Utility District No. 2, for and on
behalf of the Sunfield Municipal Utility District No. 2.

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

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: _____

FIRST AMENDED AND RESTATED STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF AUSTIN AND
THE SUNFIELD (formerly Winfield) MUNICIPAL UTILITY DISTRICT NO. 2

LIST OF EXHIBITS

The following are the exhibits for this Agreement:

- Exhibit A - District Boundaries
- Exhibit B - INTENTIONALLY DELETED
- Exhibit C - Depiction of District Boundaries
- Exhibit D - District Facilities
- Exhibit E - Water Service Plan
- Exhibit F - Land Plan

STATE OF TEXAS

§

§

COUNTIES OF HAYS AND TRAVIS

§

DESCRIPTION, based on record information (courses given are those of record in Document No. 2003050340 noted below or calculated), of a tract or parcel of land containing 575.70 acres, being situated in the Henry Dowman Survey No. 536, William Porter Survey No. 6, and the George Herder Survey No. 537, in Hays and Travis Counties, Texas, being a portion of Tract 1, of 2392.529 acres, conveyed to 2428 Partners L.P. by the deed recorded in Document No. 2003050340 of the Official Public Records of Travis County, and Document No. 03006801 of the Official Public Records of Hays County, Texas; the said 575.70 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a point at the intersection of the centerline of Turnersville Road with the northerly projection of the west line of South Turnersville Road, being the most easterly northeast corner of the abovesaid 2392.529 acre tract;

THENCE, N61°44'00"W, with the northerly line of the said 2392.529 acre tract 60.28 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, leaving the centerline of Turnersville Road, and crossing through the 2392.529 acre tract, along a line parallel with and 50.00 feet at right-angles to the westerly line of South Turnersville Road, same being the easterly line of the 2392.529 acre tract, the following three (3) courses:

- 1) S02°47'02"E, a distance of 1566.09 feet to an angle point;
- 2) S02°38'47"E, a distance of 919.86 feet to an angle point;
- 3) S02°20'28"E, 1860.63 feet to an angle point;

THENCE, leaving the above said parallel line and continuing across the 2392.529 acre tract, with the following twenty six (26) courses:

- 1) S37°17'15"W, 2361.61 feet;
- 2) S74°51'59"W, 390.00 feet;
- 3) N07°27'10"W, 400.00 feet;
- 4) N28°07'42"W, 1149.14 feet;
- 5) N02°07'22"E, 2642.19 feet to a point on a curve to the right;
- 6) With the said curve to the right, having a central angle of 4°41'12", a radius of 310.50 feet, a long chord of 25.39 feet (chord bears S78°31'58"W) for an arc distance of 25.40 feet to the point of reverse curvature of a curve to the left;

- 7) With the said curve to the left, having a central angle of $9^{\circ}17'01''$, a radius of 589.50 feet, a long chord of 95.41 feet (chord bears $S76^{\circ}14'04''W$) for an arc distance of 95.52 feet to the point of reverse curvature of a curve to the right;
- 8) With the said curve to the right, having a central angle of $18^{\circ}38'26''$, a radius of 5062.50 feet, a long chord of 1639.77 feet (chord bears $S80^{\circ}54'46''W$) for an arc distance of 1647.02 feet to the point of reverse curvature of a curve to the left;
- 9) With the said curve to the left, having a central angle of $89^{\circ}19'27''$, a radius of 25.00 feet, a long chord of 35.15 feet (chord bears $S45^{\circ}34'16''W$) for an arc distance of 38.98 feet to a point;
- 10) $S72^{\circ}04'34''W$, 73.96 feet;
- 11) With a nontangent curve to the left, having a central angle of $89^{\circ}12'55''$, a radius of 35.00 feet, a long chord of 49.16 feet (chord bears $N43^{\circ}41'56''W$) for an arc distance of 54.50 feet to the point of reverse curve of a curve to the right;
- 12) With the said curve to the right, having a central angle of $5^{\circ}17'19''$, a radius of 5076.50 feet, a long chord of 468.42 feet, (chord bears $N85^{\circ}39'43''W$) for an arc distance of 468.59 feet to the point of compound curvature of another curve to the right;
- 13) With the said curve to the right, having a central angle of $11^{\circ}01'45''$, a radius of 310.50 feet, a long chord of 59.68 feet, (chord bears $N77^{\circ}30'11''W$) for an arc distance of 59.77 feet to the point of compound curvature of a curve to the left;
- 14) With a curve to the left, having a central angle of $9^{\circ}17'01''$, a radius of 589.50 feet, a long chord of 95.41 feet (chord bears $N76^{\circ}37'49''W$) for an arc distance of 95.52 feet to the point of reverse curvature of a curve to the right;
- 15) With the said curve to the right, having a central angle of $10^{\circ}31'14''$, a radius of 5062.50 feet, a long chord of 928.26 feet (chord bears $N76^{\circ}00'42''W$) for an arc distance of 929.56 feet to the point of tangency;
- 16) $N70^{\circ}45'06''W$, 672.93 feet to a point of curvature of a curve to the left;
- 17) With the said curve to the left, having a central angle of $90^{\circ}00'00''$, a radius of 35.00 feet, a long chord of 49.50 feet, (chord bears $S64^{\circ}14'54''W$) for an arc distance of 54.98 feet to a point;
- 18) $N79^{\circ}35'36''W$, 91.08 feet to the point of curvature of a point on a non tangent curve to the left;

- 19) With the said curve to the left, having a central angle of $90^{\circ}00'00''$; a radius of 35.00 feet, a long chord of 49.50 feet, (chord bears $N25^{\circ}45'06''W$) for an arc distance of 54.98 feet to the point of tangency;
- 20) $N70^{\circ}45'06''W$, 196.34 feet;
- 21) $N02^{\circ}23'03''W$, 769.14 feet to the point of curvature of a point on a non tangent curve to the left;
- 22) With a curve to the left, having a central angle of $06^{\circ}41'36''$, a radius of 2640.00 feet, a long chord of 308.23 feet (chord bears $N00^{\circ}37'08''E$) for an arc distance of 308.41 feet to a point;
- 23) $N02^{\circ}43'40''W$, 384.47 feet to the calculated point of curvature of a curve to the left;
- 24) With the said curve to the left, having a central angle of $00^{\circ}05'48''$, a radius of 2640.00 feet, a long chord of 4.45 feet (chord bears $N02^{\circ}46'34''W$) for an arc distance of 4.45 feet to a point;
- 25) $N02^{\circ}49'28''W$, 300.00 feet to the point of curvature of a curve to the left;
- 26) With a curve to the left, having a central angle of $15^{\circ}31'41''$, a radius of 2640.00 feet, a long chord of 713.29 feet (chord bears $N10^{\circ}35'19''W$) for an arc distance of 715.48 feet to a point in the centerline of Turnersville Road and the northerly line of the 2392.529 acre tract;

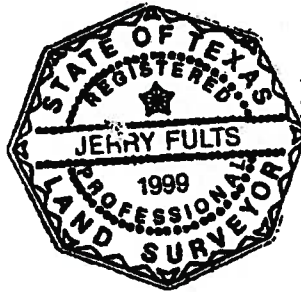
THENCE, along the centerline of said Turnersville Road, being the northerly line of the 2392.529 acre tract with the following seven (7) courses:

- 1) $N87^{\circ}56'00''E$, 3150.96 feet to the point of curvature of a non-tangent curve to the right;
- 2) With said curve to the right, having a central angle of $62^{\circ}40'10''$, a radius of 270.00 feet, a long chord of 280.82 feet (chord bears $S61^{\circ}42'52''E$) for an arc distance of 295.32 feet to a point;
- 3) $S28^{\circ}25'34''E$, 451.78 feet to the point of curvature of a curve to the left;
- 4) With the said curve to the left, having a central angle of $64^{\circ}39'59''$, a radius of 190.00 feet, a long chord of 203.24 feet (chord bears $S60^{\circ}45'34''E$) for an arc distance of 214.44 feet to a point;
- 5) $N86^{\circ}54'26''E$, 2475.62 feet to the point of curvature of a curve to the right;
- 6) With the said curve to the right, having a central angle of $31^{\circ}16'30''$, a radius of

500.00 feet, a long chord of 269.55 feet (chord bears S77°27'19"E) for an arc distance of 272.93 feet to a point;

- 7) S61°44'00"E, continuing with the said northerly line of the 2392.529 acre tract and the centerline of Turnersville Road, 157.97 feet to the POINT OF BEGINNING AND CONTAINING within these metes and bounds 575.70 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and this document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Jerry Fults
JERRY W. FULTS, RPLS
No. 4599 - State of Texas

[illegible][illegible]

1987 Fall
Registered Professional Land Surveyor
1988 - State of Texas

WINFIELD MUNICIPAL
UTILITY DISTRICT #2
BOUNDARY MAP

Exhibit D To Strategic Partnership Agreement

The District Facilities are those described in the creation reports filed with the Texas Commission on Environmental Quality for creation of the District being the water, wastewater and drainage facilities and contract rights necessary for providing water, wastewater and drainage services to the District.

EXHIBIT E

WATER SERVICE PLAN
January 22, 2015

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.

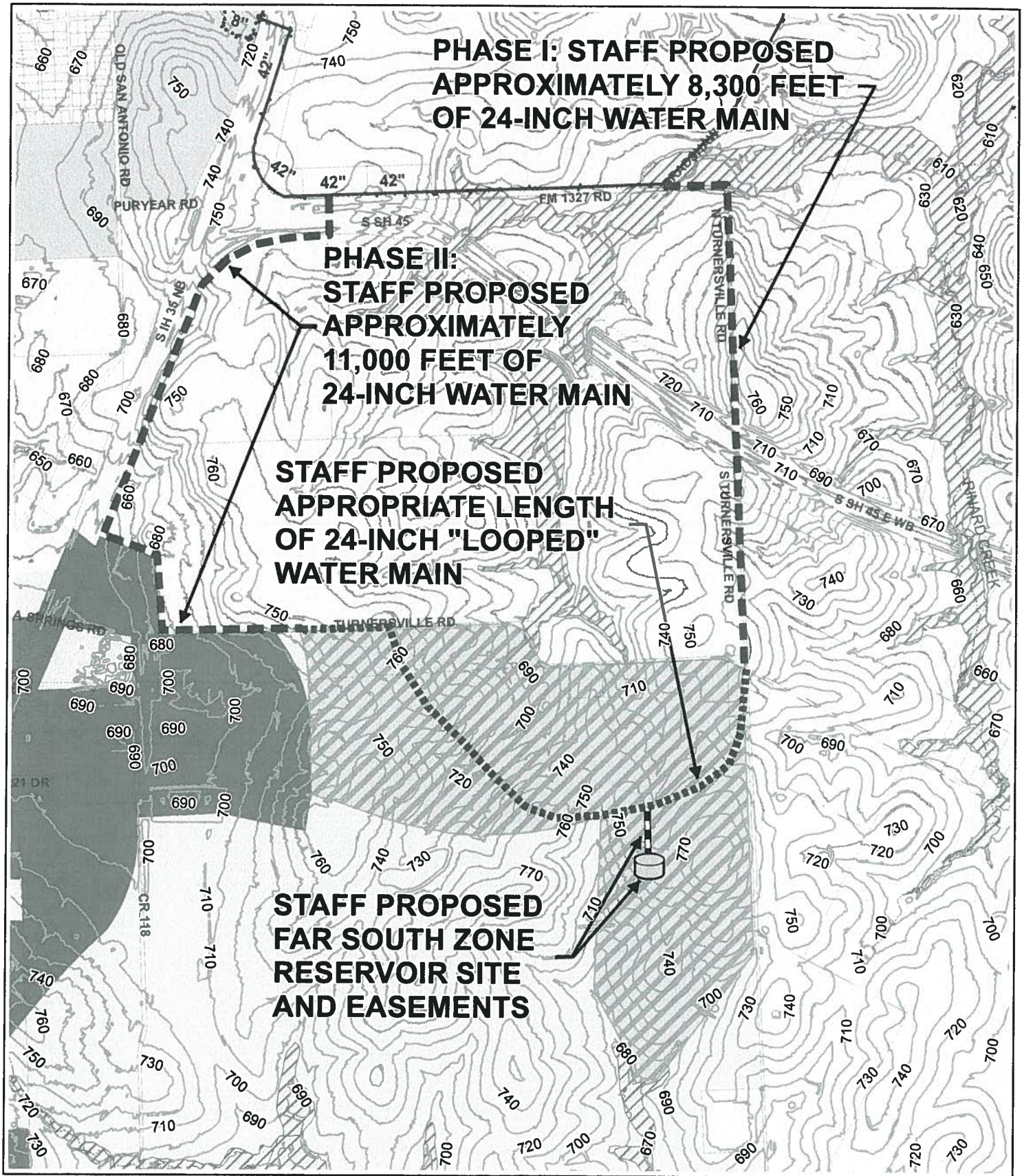
Applicant shall construct a 24-inch "looped" water system through the subject tract from the proposed 24-inch water main in S Turnersville Rd to the proposed 24-inch water main in Turnersville Rd. Applicant shall also dedicate an appropriately sized reservoir site (up to 5-acres with minimum ground elevation 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.



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

Sunfield MUD No. 2 Water Service Plan

Utility Development Services Plotted 1/15/2015

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

[illegible]