

**FOURTH AMENDMENT TO AGREEMENT CONCERNING CREATION AND OPERATION
OF MOORE’S CROSSING MUNICIPAL UTILITY DISTRICT**

**THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

KNOWN BY ALL THESE PRESENTS:

THIS FOURTH AMENDMENT TO AGREEMENT CONCERNING CREATION AND OPERATION OF MOORE’S CROSSING MUNICIPAL UTILITY DISTRICT (“Fourth Amendment”) is entered into between the City of Austin, Texas, a home rule municipality (the “**City**”), acting by and through its City Manager, Moore’s Crossing Municipal Utility District, (the “**District**”), acting by and through its Board of Directors, and SR Development, Inc. and MC Joint Venture (collectively the “**Developer**”).

WHEREAS, the City and the District executed that certain Agreement Concerning Creation and Operation of Moore’s Crossing Municipal Utility District, as amended by that certain “First Amendment to Agreement Concerning Creation and Operation of Moore’s Crossing Municipal Utility District” effective on June 10, 1994; by that certain “Second Amendment to Agreement Concerning Creation and Operation of Moore’s Crossing Municipal Utility District” effective on October 26, 1998; and by that certain “Third Amendment to Agreement Concerning Creation and Operation of Moore’s Crossing Municipal Utility District” effective on October 7, 2003 (together the “**Agreement**”);

WHEREAS, the Agreement contains provisions regarding development requirements for future development within the District;

WHEREAS, the City and the District wish to amend the Agreement to ensure consistency between the Agreement and other adopted roadway plans and agreements for roadways affected by the Agreement;

WHEREAS, the District has, by formal action, approved the terms of this Fourth Amendment in open session at a meeting held in accordance with the Open Meetings Act;

WHEREAS, the City has, by vote of Council, approved the terms of this Fourth Amendment as Ordinance No. 20170202-_____ at a meeting held on 9 February 2017 in accordance with the Open Meetings Act; and

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

NOW, THEREFORE, for and in consideration of the mutual agreement of the parties contained in the Agreement and this Fourth Amendment, and other good and valuable consideration, the City and the District agree as follows, and all other terms and conditions remain as stated in the original Agreement:

Section 8.10 (f) is deleted in its entirety and a new Section 8.10 (f) is added as follows:

Any future right-of-way dedication or roadway improvements constructed by the Developer shall (1) meet the City of Austin's Drainage Criteria Manual (DCM) and current code and (2) be consistent with other adopted roadway plans and agreements.

Unless waived by the City, the Developer agrees to furnish the City an updated traffic impact analysis upon commencement of either of the two following actions regarding the land within the District:

- a. Submission of a zoning petition to the City; or
- b. Submission of a preliminary subdivision plat to the City

This Fourth Amendment will be effective from and after, and the terms and conditions of this Fourth Amendment incorporated into the Agreement on, the execution date of the last party to execute this Fourth Amendment below.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the authorized representative of each party has signed this Fourth Amendment as of the date(s) indicated below.

CITY OF AUSTIN, TEXAS:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

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COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2017,
by _____, as _____, of the City of Austin, a
Texas municipal corporation, on behalf of the City of Austin.

Notary Public, State of Texas

Printed/Typed Name of Notary

My Commissioner Expires: _____

MOORE'S CROSSING MUNICIPAL UTILITY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

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COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2017, by _____, as President of Board of Directors of Moore's Crossing Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said district.

Notary Public, State of Texas

Printed/Typed Name of Notary

My Commissioner Expires: _____