

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

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”).

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, including but not limited to open areas, hike and bike trails, green belt, sports fields, and tennis courts. Property shall be used only for irrigation purposes and non-commercial uses such as open areas, hike and bike trails, green belt, sports field, tennis courts, basketball courts, and other recreational facilities and uses allowed under the under Restrictive Covenants set forth in, and the permitted uses in the easement reserved to Grantor in, the Special Warranty Deed dated May 23, 2018, a copy of which is attached as Exhibit 1. No construction of any improvements shall be permitted thereon, provided, however, that notwithstanding anything herein to the contrary, construction, maintenance and use improvements incidental to the foregoing uses shall be permitted, including but not limited to the propane, wastewater treatment and storage facilities currently located and maintained thereon, and the improvements incidental to the permitted uses contained in the Restrictive Covenants and easement reserved by Grantor in the above referenced Special Warranty Deed."

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.

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

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COUNTY OF TRAVIS

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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

DISTRICT:

Senna Hills Municipal Utility District

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

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

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

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