

EXHIBIT A

SECOND AMENDMENT TO AGREEMENT CONCERNING CREATION AND OPERATION OF SUNFIELD MUNICIPAL UTILITY DISTRICTS NOS. 1, 2, 3 AND 4

THE STATE OF TEXAS §
 § KNOWN ALL BY THESE PRESENTS:
COUNTIES OF HAYS §
AND TRAVIS

THIS SECOND AMENDMENT TO AGREEMENT CONCERNING CREATION AND OPERATION OF SUNFIELD MUNICIPAL UTILITY DISTRICTS NOS. 1, 2, 3 AND 4 (the “**Second Amendment**”) is entered into by and among the **CITY OF AUSTIN, TEXAS**, a Texas home rule city (the “**City**”), **SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 1** f/k/a Winfield Municipal Utility District No. 1 (“**District 1**”), **SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 2** f/k/a Winfield Municipal Utility District No. 2 (“**District 2**”), **SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 3** f/k/a Winfield Municipal Utility District No. 3 (“**District 3**”), **SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 4** f/k/a Winfield Municipal Utility District No. 4 (“**District 4**” and, collectively with District 1, District 2 and District 3, the “**Districts**”), the Districts operating under the provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended, **SUNFIELD DEVELOPMENT LLC**, a Delaware limited liability company (“**Sunfield Development**”) and **SUNFIELD INVESTMENTS LLC**, a Delaware limited liability company (“**Sunfield Investments**” and, collectively with Sunfield Development, the “**Landowners**”).

WHEREAS, the City, the Districts, and 2428 Partners, LLC, a Texas limited liability company (“**2428 Partners**”) executed that certain Agreement Concerning Creation and Operation of Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4 (the “**Agreement**”), which is recorded as Document No. 2015142780 of the Official Public Records of Travis County, Texas and as Document No. 2015-15033208, Volume 5352, Page 125 of the Official Public records of Hays County, Texas; and

WHEREAS, the Agreement was subsequently amended by a First Amendment to Agreement Concerning Creation and Operation of Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4 (the “**First Amendment**”), executed by the City, the Districts, 2428 Partners, A&M Option 541, LLC, a Texas limited liability company (“**A&M Option**” and, collectively with 2428 Partners, the “**Original Landowners**”); and

WHEREAS, the Original Landowners subsequently sold all of their property within the Districts to the Landowners, and Original Landowners assigned their respective interests in the Agreement, as amended, to the Landowners in those certain Assignments of Reimbursement Rights and District Documents dated effective as of December 31, 2020; and

WHEREAS, the City, the Districts and the Landowners have determined that it is in the best interest of the City, the Districts and the Landowners to allow District 2 to issue District bonds for the acquisition, construction, purchase, operation, repair or improvement of road facilities (“**Road Bonds**”); and

WHEREAS, the City, the Districts and the Landowners wish to amend the Agreement, as amended, to allow District 2 to issue Road Bonds; and

WHEREAS, the City, the Districts and the Landowners wish to amend the Agreement, as amended, to allow for up to one hundred percent (100%) reimbursement, through the issuance of bonds, of the cost of Article IV Facilities as hereinafter defined; and

WHEREAS, the City adopted Planned Unit Development zoning for the property within District 2’s boundary through Ordinance No. 20150910-015 effective September 21, 2015, as it may be amended from time to time (the “**PUD Ordinance**”).

WHEREAS, the City, the Districts and the Landowners wish to amend the Agreement, as amended, to allow for reimbursement as allowed by the rules of the Texas Commission on Environmental Quality of land, easements, and rights-of-way needed for Article IV Facilities (hereinafter defined) and dedicated by the Landowners to District 2; and

WHEREAS, the Districts have, by formal action, approved the terms of this Second Amendment in open session at meetings held in accordance with the Open Meetings Act; and

WHEREAS, the City has, by vote of Council, approved on final reading the terms of this Second Amendment as Ordinance No. _____ at a meeting held on _____, 2024 in accordance with the Open Meetings Act; and

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

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the parties contained in the Agreement and the First Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties to this Second Amendment, the City, the Districts and the Landowners severally and collectively agree and by the execution hereof shall be bound to the obligations and to the performance and accomplishment of the hereinafter-described amendments, modifications, alterations and changes to the Agreement, as amended, in the following respects only and all other terms and conditions of the Agreement, as amended, remain as stated in the Agreement and the First Amendment:

I.

Article III (Issuance of Bonds by Districts) of the Agreement is hereby amended as follows:

Paragraph B is amended to read:

B. District 2 agrees that it shall issue bonds and refunding bonds only for the purposes and in the manner provided by applicable law and regulations and as permitted herein. For each proposed issuance of bonds by District 2, District 2 shall submit to the City, in accordance with the City's regulations governing same, a request for the City's approval of the bonds, including, without limitation, copies of the engineering report provided to the Commission, the draft bond resolution and the draft preliminary official statement for the bonds. All bonds and refunding bonds of District 2 shall be subject to review and approval by the City Council of the City prior to the issuance thereof. Such approval shall not be unreasonably withheld or delayed and may be withheld only (i) if either Landowners or District 2 is in material breach of this Agreement or the Strategic Partnership Agreement, or (ii) as otherwise permitted by law. District 2 may issue bonds only for the purposes of (a) acquiring, constructing, purchasing, operating, repairing or improving water, sanitary sewer and drainage facilities, (b) acquiring, constructing, purchasing, operating, repairing or improving road facilities; (c) developing, operating, and maintaining Parks and Recreational Facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, et seq.), Texas Water Code, as amended, and (d) paying expenses authorized by Section 49.155, Texas Water Code, as amended.

Paragraph D, subsection 6 is amended to read:

(6) the proceeds of District 2's bonds may be used for any lawful purpose.

II.

Article IV (Construction and Acquisition of District 2 Facilities) of the Agreement is hereby amended as follows:

The Master District shall construct, own, operate and maintain the Regional Facilities subject to the terms of the Master District Contract. Landowner may serve as the project manager for construction or acquisition of All Regional Facilities and Internal Facilities (collectively, the "**Facilities**"). Landowner, the Master District or District 2 shall cause to be designed and constructed or acquired Facilities within or for District 2 in accordance with the plans prepared by the engineer for Landowner, the Master District or District 2, and approved as hereinafter provided. Construction or acquisition of any of the Facilities within or for District 2 shall not commence unless the plans and specifications therefore (the "**Plans and Specifications**") have been approved by all governmental entities having jurisdiction. All District 2 Internal Facilities and Regional Facilities that are water mains, wastewater mains, lift stations, force mains and associated appurtenances located within District 2 (collectively known as the **Article IV Facilities**) shall be designed and constructed to meet the City's design criteria and standards in effect at the time of

submission of the proposed Plans and Specifications. If the proposed Plans and Specifications are resubmitted or amended, then the Plans and Specifications for such Article IV Facilities shall be designed and constructed to accord with the City's design criteria and standards in effect at the time of such resubmission or amendment. District 2 may contract with other districts, cities, counties, water supply corporations, river authorities or other entities for the acquisition of undivided interests in facilities or contract rights in facilities or capacity therein for the provision of water, sanitary sewer and drainage services or facilities to the District 2 Ultimate Boundaries, and in such event, such undivided interests or contract rights shall be considered as the Regional Facilities for District 2. District 2 agrees to pay all applicable City fees including but not limited to development fees, permit fees, inspection fees and engineering plan review fees. All water and wastewater connections within District 2 shall be inspected by District 2 for compliance with the requirements of the Uniform Plumbing Code or its successor regulations and the City's local amendments thereto, the City's Utilities Criteria Manual specifications and standards promulgated by the Austin Water Utility, any applicable City ordinances, and the requirements of the Commission. If the City provides written notice to District 2 that the City chooses not to inspect a particular phase or portion of construction of Article IV Facilities, then: (i) the City shall not charge District 2 inspection fees for those Facilities not inspected by the City; and (ii) District 2 agrees to provide thirty (30) days prior written notice to the City of pre-construction meetings and the final acceptance inspection of those Facilities in order for the City to attend those meetings at the City's cost if the City desires. The District shall also cause to be provided to the Austin Water Utility a letter from a registered professional engineer in the State of Texas, with his seal affixed thereto, within thirty (30) days after completion of construction of each water and wastewater construction project within District 2 certifying that the project complies with all applicable City codes and the City's Utilities Criteria Manual, specifications and standards.

III.

Article VI (Area of, and Limitations on, Service), Paragraph B.5 of the Agreement is hereby amended as follows:

5. Water Service Plan and Utility Infrastructure Review. District 2 has submitted, and the City has approved, the Water Service Plan for water service to District 2, attached as **Exhibit E** hereto (the "**Water Service Plan**"). The Water Service Plan does not expire unless stated so in a future amendment to this Agreement. District 2 and property owners within District 2 shall retain the right to propose to modify the approved Water Service Plan. The approved Water Service Plan contemplates the construction of improvements to create the Far South pressure zone system, which is comprised of a pump station, reservoir and an appropriately sized water transmission main (the "**Far South Pressure Zone Facilities**"). Designing, constructing and financing the Far South Pressure Zone Facilities shall be the exclusive responsibility of the Landowner or District 2, and the ownership, operation and maintenance of the Far South Pressure Zone Facilities shall be the exclusive responsibility of the City. District 2 or a property owner within District 2 may elect to seek cost participation with, or reimbursement by, the City for the Far South Pressure Zone water reservoir subject to City Council approval. Neither a property owner nor District 2 will seek

cost participation or reimbursement from the City for the other Far South Pressure Zone Facilities. District 2 agrees to donate or cause to be donated to the City without any cost to the City the property for the Far South Pressure Zone Facilities, to consist of a tract of land as described in the Water Service Plan granted in fee simple title and sufficient in size and location as determined by the City in its sole discretion for a reservoir and pump station, and all necessary raw, reclaimed, and potable water line easements with all associated appurtenances, and any related vehicle, equipment, and worker controlled road or access-way easements with all associated culverts, bridges, drainage, and other appurtenances for a water transmission main and all 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. The conveyances and dedications shall be made no later than the date described in the Water Service Plan.

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 City Utility Infrastructure Review ("**UIR**"). In conjunction with each UIR, the Constructing Party will provide the City Utility Director with all information pertaining to the related phase of development that is necessary for the City 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 City 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.

IV.

Article VIII (Land and Easement Costs for Internal Facilities) of the Agreement is hereby amended as follows:

Land, easements and rights-of-way needed for all Facilities, including Article IV Facilities, shall be subject to reimbursement by District 2 (but not by the City) as allowed by the rules of the Commission.

V.

Article IX (Land Use and Development) is hereby amended as follows:

Paragraph H is amended to read:

H. Affordable Housing. The Landowners will support the City's affordable housing goals and programs as provided in the PUD Ordinance.

VI.

The List of Exhibits and Exhibits to the Agreement are amended as follows:

- A. Exhibit E to the Agreement (Water Service Plan) is deleted in its entirety and is substituted in its place with a new **Exhibit E** attached to this Second Amendment as **Attachment One**.
- B. Exhibit E-1 to the Agreement is deleted in its entirety and is substituted in its place with a new **Exhibit E-1** attached to this Second Amendment as **Attachment Two**.

VII.

All capitalized terms not otherwise defined in this Second Amendment have the meanings assigned to them in either the Agreement or the First Amendment.

This Second Amendment will be effective from and after, and the terms and conditions of this Second Amendment incorporated into the Agreement on, _____, 202_, which is the date that is the later of: (i) the effective date of the ordinance authorizing execution of this Second Amendment by the Austin City Council; and (ii) execution of this Second Amendment by the Landowners, the Districts and the City. This Second Amendment may be executed in duplicate counterparts.

Immediately following the effective date of this Second Amendment, District 2 will cause this Second Amendment to be recorded in the official public records of Hays County, Texas and of Travis County, Texas, with the original recorded Second Amendment to be sent following recording in each county's official public records to the recording address set forth on the last page of this Second Amendment.

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EXECUTED AND DELIVERED effective as set forth in Article VII above.

CITY OF AUSTIN, TEXAS

By: _____
Name: _____
Title: Assistant City Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me, the undersigned notary, on this day by _____ Assistant City Manager of the City of Austin, Texas, a Texas municipal corporation, on behalf of said municipal corporation.

Given under my hand and seal of office on the ____ day of _____, 202_.

Notary Public, State of Texas

(seal)

APPROVED AS TO FORM:

City of Austin
Law Department

SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Name: Kindra Poage
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me, the undersigned notary, on this day by Kindra Poage, President of the Board of Directors of Sunfield Municipal Utility District No. 1, on behalf of said municipal utility district.

Given under my hand and seal of office on the ____ day of _____, 202_.

Notary Public, State of Texas

(seal)

SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 2

By: _____
Name: Henry "Joel" Simmons
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me, the undersigned notary, on this day by Henry "Joel" Simmons, President of the Board of Directors of Sunfield Municipal Utility District No. 2, on behalf of said municipal utility district.

Given under my hand and seal of office on the ____ day of _____, 202_.

Notary Public, State of Texas

(seal)

SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 3

By: _____
Name: Kari Edgar
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me, the undersigned notary, on this day by Kari Edgar, President of the Board of Directors of Sunfield Municipal Utility District No. 3, on behalf of said municipal utility district.

Given under my hand and seal of office on the ____ day of _____, 202_.

Notary Public, State of Texas

(seal)

SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 4

By: _____
Name: Lance LeBrun
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me, the undersigned notary, on this day by Lance LeBrun, President of the Board of Directors of Sunfield Municipal Utility District No. 4, on behalf of said municipal utility district.

Given under my hand and seal of office on the ____ day of _____, 202_.

Notary Public, State of Texas

(seal)

SUNFIELD DEVELOPMENT LLC,
a Delaware limited liability company

By: IHP SF Investment LLC,
a Delaware limited liability company
Its Manager

By: _____

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)ss.
County of Orange)

On _____, 202_, before me, _____, Notary Public, personally appeared _____ and _____, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT E
WATER SERVICE PLAN

WATER SERVICE PLAN

Name: Sunfield MUD No. 2

Service Requested: **Water**

SER-4747

Hansen Service Request Number 844575

Date Received: 03/09/2020

Location: 1300 TURNERSVILLE RD TX SUNFIELD MUD NO. 2

Acres: 596.4

Land Use: MIXED

LUE: 2641

Alt. Utility Service or S.E.R. Number: Wastewater Provided by Others

Quad(s): F6 F7 G6 G7

Reclaimed Pressure Zone: N/A

DDZ: YES

Drainage Basin: RINARD

Pressure Zone: FAR SOUTH

DWPZ: NO

Demand (Estimated Peak Hour): 5,777 GPM

FIRE FLOW: 2,000 GPM

Cost Participation: \$0.00

% Within City Limits: 0

% Within Limited Purpose: 100

Description of Improvements:

Applicant shall construct approximately 3,400 feet of 24-inch South pressure zone water transmission main from the existing northernmost 24-inch South pressure zone water transmission main (Project No. 2021-0598) in FM 1327 Rd and extend south along N Turnersville Rd to the Far South water booster pump station, as approximately shown on the attached map. The proposed 24-inch South pressure zone water transmission main will parallel the existing 24-inch South pressure zone water transmission main along N Turnersville Rd. Applicant shall interconnect the proposed 24-inch South pressure zone water transmission main and the existing 24-inch South pressure zone water transmission main at Turner Forest Ave.

Applicant shall construct approximately 1,100 feet of 24-inch South pressure zone water transmission main from the existing 24-inch South pressure zone water transmission main (Project No. 2021-0598) at Turner Forest Ave and extend south along N Turnersville Rd to the Far South water booster pump station, as approximately shown on the attached map.

Applicant shall construct approximately 400 feet of oversized 36-inch South pressure zone water transmission main from the two proposed 24-inch South pressure zone water transmission mains in N Turnersville Rd and extend east to the Far South water booster pump station.

From the Far South water booster pump station, Applicant shall construct approximately 8,400 feet of 24-inch Far South pressure zone water transmission main south along N Turnersville Rd/S Turnersville Rd

and then west near a high point within the subject tract where Applicant shall dedicate a site for a future Far South elevated water reservoir (described below), as approximately shown on the attached map.

To serve the northern portion of the subject tract, Applicant shall construct approximately 6,800 feet of oversized 24-inch Far South pressure zone water transmission main from the proposed 24-inch Far South pressure zone water transmission main within the subject tract

(described above) and extend west and north through the subject tract to Turnersville Rd, as approximately shown on the attached map. From this point, Applicant shall also construct approximately 6,300 feet of oversized 16-inch Far South pressure zone water main and extend east along Turnersville Rd and connect to the proposed 24-inch Far South pressure zone water transmission main at S Turnersville R, as approximately shown on the attached map.

To serve the southern portion of the subject tract, Applicant shall construct approximately 7,200 feet of 12-inch Far South pressure zone “looped” water main from the proposed 24-inch Far South pressure zone water transmission main near S Turnersville Rd, extend south along S Turnersville Rd, west and then north within the subject tract and connect to the proposed Far South pressure zone water system within the subject tract, as approximately show on the attached map. Actual routing and connection points for the “looped” distribution system to serve the southern portion of the subject tract shall be determined during Austin Water plan review.

Prior to the District exceeding 600 LUEs of service fed from the Far South water booster pump station:

Applicant shall construct an oversized elevated water reservoir (approximately 2 million gallons) and dedicate an appropriately sized reservoir site within the subject tract at the approximate location shown on the attached map. Actual location and size of the reservoir site to be determined by the Applicant and City of Austin. The proposed Far South elevated water reservoir shall have an operating range of 915-ft to 935-ft HGL. Applicant will transfer all permits associated with the Far South elevated water reservoir to the City of Austin and dedicate appropriately sized easements for the reservoir site, site access, proposed water lines, required setbacks, and or other appropriate easements required for the proposed oversized Far South elevated water reservoir.

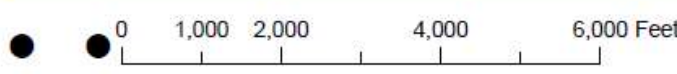
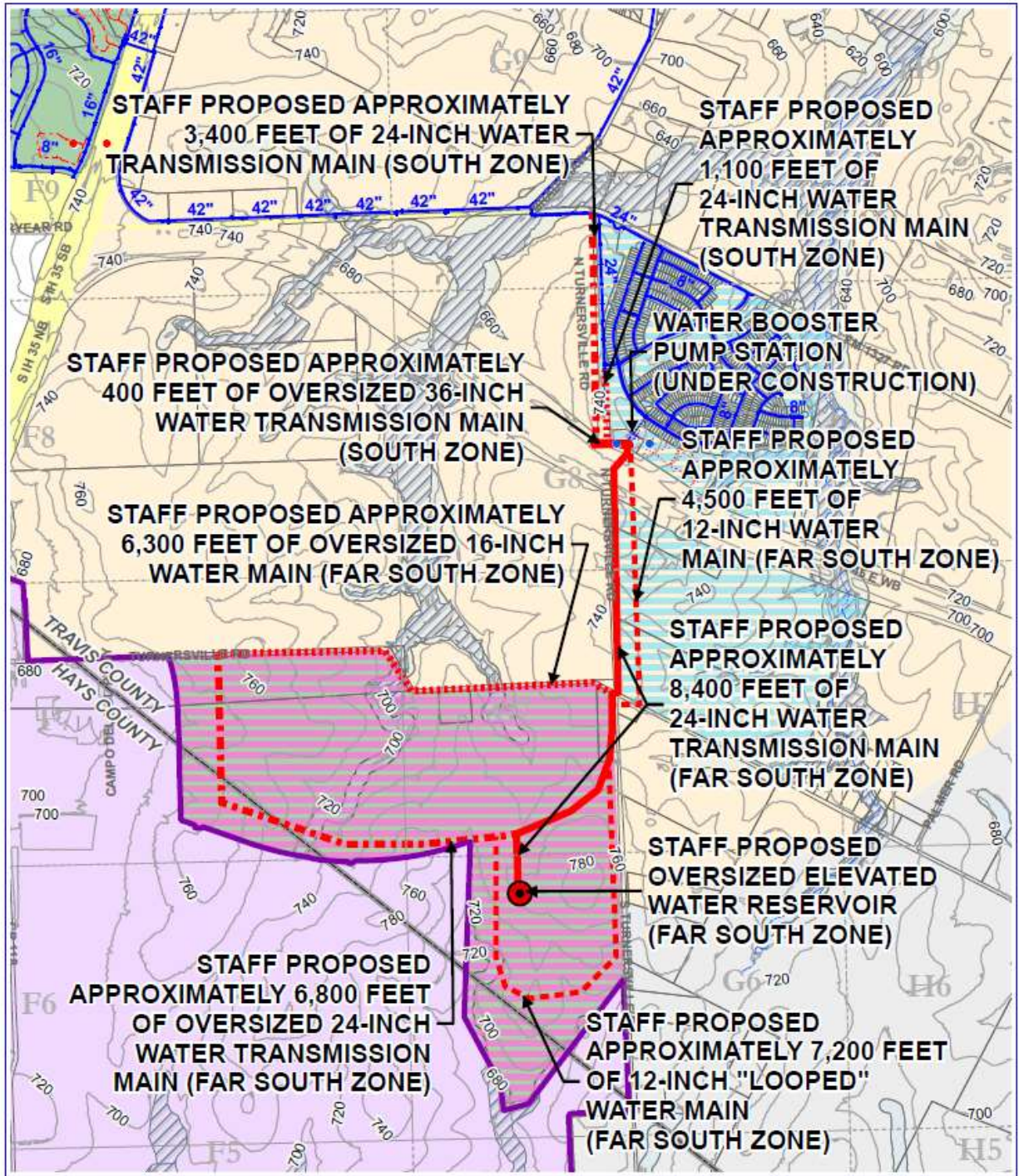
Applicant shall construct approximately 4,500 feet of 12-inch Far South pressure zone water main from the proposed 24-inch Far South pressure zone water transmission main at the subject tract and extend east and north through Turners Crossing, north across SH 45, and then north and west within Turner’s Crossing and connect to the Far South water booster pump station. A portion of this Far South pressure zone water main within Turner’s Crossing is also proposed to be constructed by others; however, if Applicant needs water service prior to the construction of these improvements by others, then Applicant shall construct these or an alternate alignment of these improvements in order to establish dual feeds to the subject tract from the Far South booster pump station.

NOTES: 1) Water demand, fire flow requirement of 1,000 gpm for single-family homes, and sprinkled fire flow requirement of up to 2,000 gpm for other development uses within the subject tract are based on engineering calculations received from Robert B. Williams, P.E. of Kimley-Horn and Associates, Inc. on 01/22/2024. 2) Applicant minimally requires a 1.3 million gallon water reservoir. 3) Water service within the subject tract is not available until the Far South water booster pump station is constructed by others (Turner’s Crossing; SER-4238R) and accepted by the City of Austin. The pump station is currently under construction.

Approval of this Water Service Plan is subject to completion and acceptance of the improvements described above and the conditions set forth below:

- 1) Construction of all Service Extensions is subject to all environmental and planning ordinances.
- 2) Service 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.
- 8) Approval by the City Council will be required should the applicant seek cost participation for oversized water improvements.

EXHIBIT E-1
WATER SERVICE PLAN DIAGRAM



W. S.E.R. Name: Sunfield MUD No. 2
W. S.E.R. Number: 4747

Utility Development Services Plotted 5/20/2024

- Subject Tract
- Full-Purpose City Limit
- Turners Crossing (SER-4238)
- 2-Mile ETJ
- 100-Year FEMA Floodplain
- 5-Mile ETJ
- Critical Water Quality Zone
- Limited-Purpose City Limit
- Impact Fee Boundary
- Buda ETJ

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 the 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.