



Control Number: 47229

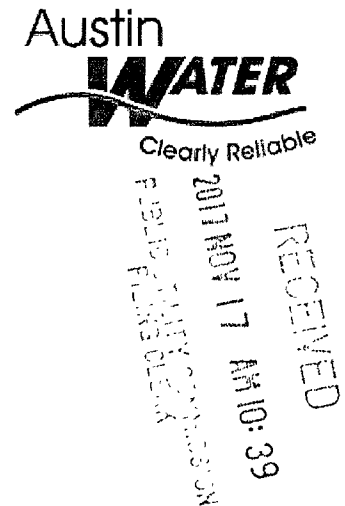


Item Number: 14

Addendum StartPage: 0



**AUSTIN WATER**  
**Utility Development Services Division**  
**625 East 10<sup>th</sup> Street, Suite 715**  
**Austin, Texas 78701**



November 17, 2017

Public Utility Commission  
1701 Congress Ave., Suite 8-100  
Austin, TX 78701

RE: Docket No. 47229 CCN Transfer Response to Recommendation Order No.4  
To Whom It May Concern:

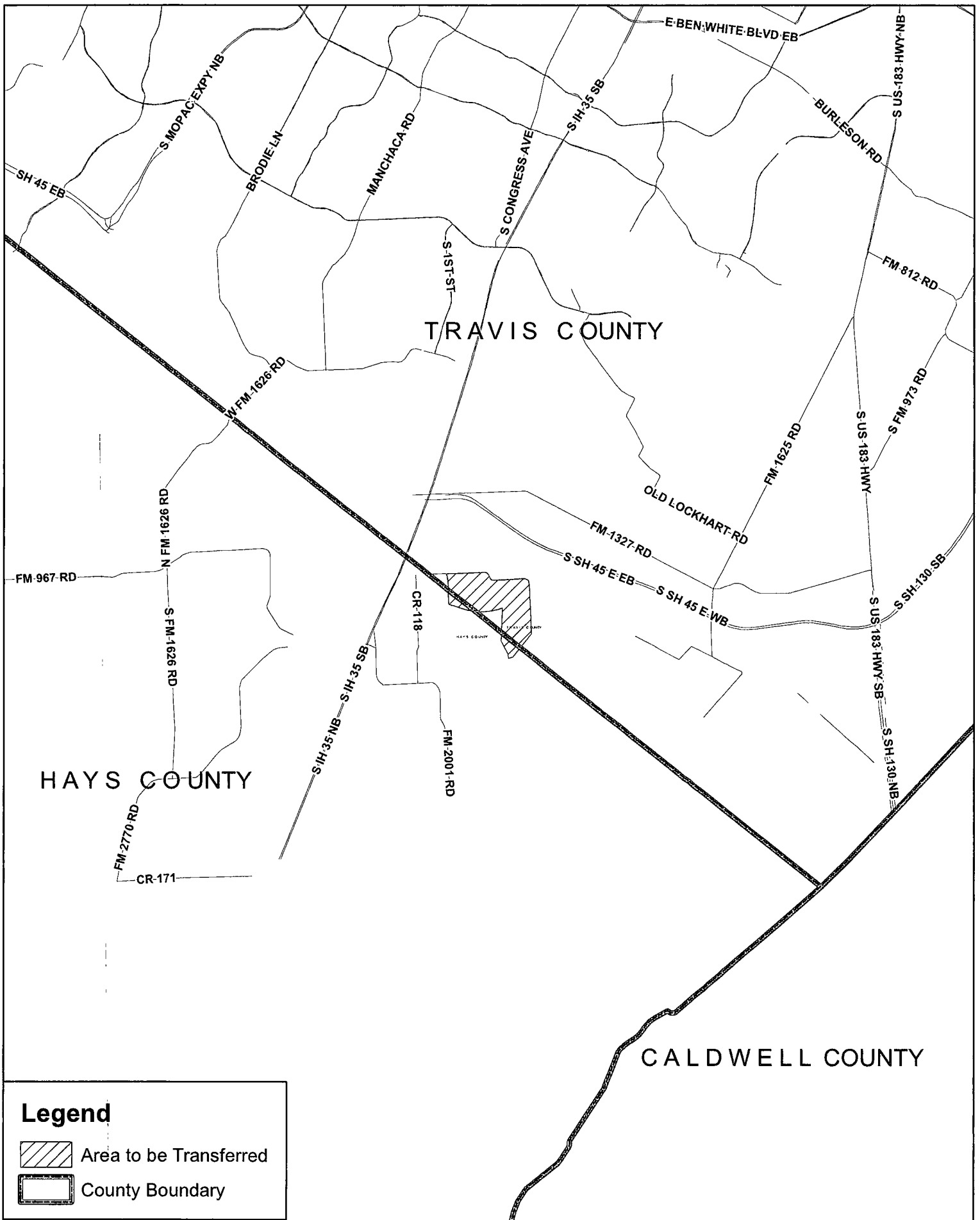
This submittal corrects mapping deficiencies noted in Order No. 4. A new shapefile has been submitted for review. The new shapefile corrects alignment issues along the northern and eastern boundaries of the area to be transferred. The new alignment now matches current PUC CCN boundaries. New small and large scale location maps have been included with this response. The new shape corrects a mistake in the initial submittal, correcting the boundaries and location of what was in the first submittal. This corrected shape and location is District 2 of the Sunfield MUD. No other part/district of the MUD shall be included in this transfer.

An executed agreement titled First Amendment to Agreement Concerning Creation and Operation of Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4. Please note that the transfer area mentioned in this agreement is located on pages 4 and 5 of the agreement under section IV.



If additional information is required or should you have any questions, please notify me by email at [alberto.ramirez@austintexas.gov](mailto:alberto.ramirez@austintexas.gov) or by phone at 512-972-0211.

Sincerely,

Alberto Ramirez  
Engineering Associate  
Austin Water  
City of Austin



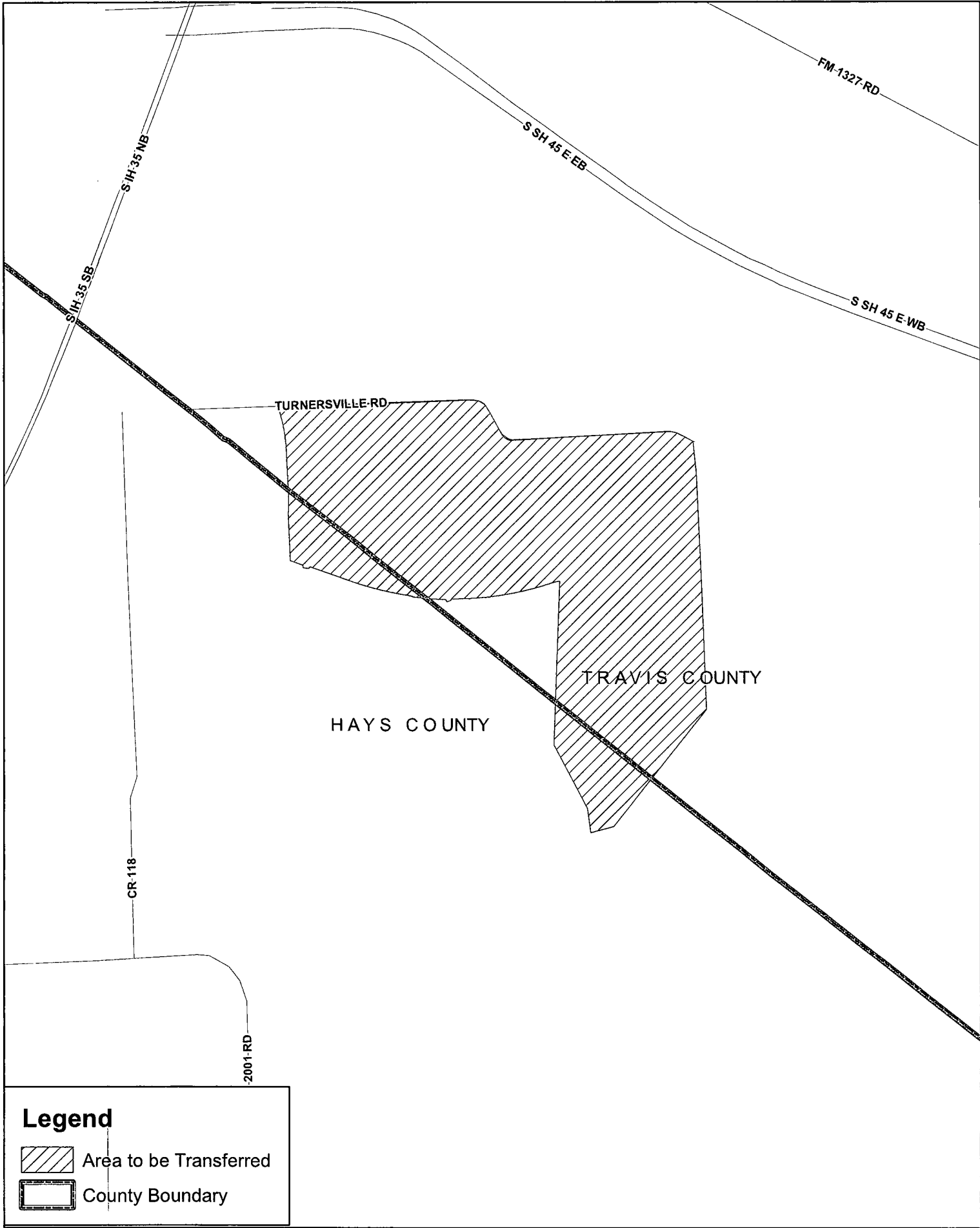
**Legend**

-  Area to be Transferred
-  County Boundary



0 5,000 10,000 20,000 30,000 Feet

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



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

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**FIRST AMENDMENT TO AGREEMENT CONCERNING CREATION AND  
OPERATION OF WINFIELD MUNICIPAL UTILITY DISTRICTS NOS.  
1, 2, 3 AND 4**

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

**THIS FIRST AMENDMENT TO AGREEMENT CONCERNING CREATION AND OPERATION OF WINFIELD MUNICIPAL UTILITY DISTRICTS NOS. 1, 2, 3 AND 4** (“**First 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** (“**District 1**”), **SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 2** (“**District 2**”), **SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 3** (“**District 3**”), **SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 4** (“**District 4**”) (District 1, District 2, District 3, and District 4 [collectively referred to in this First Amendment as the “**Districts**”]) were formerly Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4), the Districts acting by and through their duly authorized Boards of Directors under the authority of Section 43.0751 of the Texas Local Government Code, **2428 PARTNERS, LLC**, a Texas limited liability company (the “**Initial Landowner**”), and **A&M OPTION 541, LLC**, a Texas limited liability company (the “**A&M Option 541**”) (collectively, the Initial Landowner and A&M Option 541 and their successors and assigns are referred to as the “**Landowner**”).

**WHEREAS**, the City, Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4 , and the Initial Landowner 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 remains in effect;

**WHEREAS**, the City has annexed District 2 into its limited purpose jurisdiction;

**WHEREAS**, the City and District 2 wish to amend the Land Plan (defined below) for District 2 to permit a wider variety of development, including single-family development;

**WHEREAS**, A&M Option 541 is the owner and developer of a substantial portion of the property within District 2, and, with respect to such property, is the successor to the Initial Landowner’s rights and obligations under the Agreement;

**WHEREAS**, A&M Option 541 has filed an application, bearing Case Number C814-2014-0083, to the City for a mixed-use, Planned Unit Development within District 2 consistent with the amended Land Plan;

**WHEREAS**, the Texas Commission on Environmental Quality ("TCEQ") has issued Certificate of Convenience and Necessity ("CCN") No. 11316 to District 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 District 2;

**WHEREAS**, the City and the Districts have determined that it is in the best interest of both Parties and also potential customers in District 2 to allow the City to provide retail water service within the boundaries of District 2;

**WHEREAS**, the City and the Districts wish to amend the Agreement to allow the City to provide retail water service within the boundaries of District 2;

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

**WHEREAS**, the City has by vote of Council approved on final reading the terms of this First Amendment as Ordinance No. 20150910-009 at a meeting held on 10 September 2015 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;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the parties contained in the Agreement and this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all of the parties to this First Amendment, the City and the Districts 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 in the following respects only and all other terms and conditions remain as stated in the original Agreement:

## **I.**

The **Recitals** of the Agreement are hereby amended as follows:

The current Recital H is relabeled as Recital I.

Add a new Recital H as follows:

H. District 2 held an election 12 May 2007 to (a) confirm creation of District 2, and (b) authorize (i) the issuance of \$12,465,000 bonds for system facilities and the levy of taxes in payment of the bonds, and (ii) the issuance of \$18,700,000 refunding bonds for system facilities and the levy of taxes in payment of the refunding bonds (collectively, the "**Authorized Bond Amounts**").

## **II.**

**Article II (Strategic Partnership Agreement)** of the Agreement is hereby amended as follows:

The first sentence in the Article II paragraph is amended by deleting in its entirety the phrase “attached hereto as Exhibit E” and the capitalized term stating “Limited Purpose Annexation Land” is deleted and substituted with the phrase “Limited Purpose Annexation Property.”

### **III.**

**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 and in a total amount that does not exceed the Authorized Bond Amounts without approval by the City Council of the City. For each proposed issue 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 Landowner 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) 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 (c) paying expenses authorized by Section 49.155, Texas Water Code, as amended.

Paragraph D is amended to read:

D. Unless otherwise approved in writing by the Director of the City's Department of Financial and Administrative Services, or its successor department:

(1) District 2 shall not issue bonds to acquire, construct or pay the Landowner for park land or park facilities required to be dedicated or constructed by Article IX, Paragraph F of this Agreement in excess of the amount specified in Section 49.4645 of the Texas Water Code;

(2) the bonds of District 2 shall provide for principal and interest payments that are generally level during the period of amortization of the

bonds, except for an initial period not to exceed twenty-four (24) months after issuance of any series of bonds where District 2 may utilize capitalized interest to defer principal retirement;

(3) all new bond issues of District 2 shall have an optional redemption date beginning approximately ten years after issuance of the series of bonds being issued;

(4) the term of refunding bonds of District 2 shall not exceed the original term of the refunded bonds;

(5) a proposed issue of refunding bonds of District 2 shall meet the requirements of the City's approved financial policies in effect at the time of the refunding; and

(6) the proceeds of District 2's bonds may be used for any lawful purpose; provided, however, in regard to District 2 Internal Facilities and the cost of District 2's share of Regional Facilities that are water mains (which are less than or equal to twenty-four (24) inches in diameter), wastewater mains, lift stations, force mains, and associated appurtenances located within District 2 (collectively known as the "**Article III. D. (6) Facilities**"), such proceeds shall not be used to reimburse any developer expenditure for Article III.D.(6) Facilities by more than seventy percent of the cost of such Article III.D.(6) Facilities. For purposes of this paragraph, "District 2 Internal Facilities" and "District 2's share of Regional Facilities" shall not include the Far South Pressure Zone Facilities (defined in Article VI.B.5. below).

#### IV.

**Article VI (Area of, and Limitations on, Service)** of the Agreement is amended by labeling the existing paragraph of Article VI as paragraph "A. Service Limitations." and by adding the following new paragraphs to Article VI:

B. District 2 Retail Water Service.

1. Certificate of Convenience and Necessity. Upon approval of a Planned Unit Development Ordinance for District 2 consistent with the Land Plan described in Article IX, the City, District 2, and District 4 shall collectively apply to the Texas Public Utility Commission (the "**PUC**") for the transfer to the City of the portion of the certificate of convenience and necessity which is referred to as CCN No. 11316 issued by the PUC with respect to all retail water service within District 2 in order to allow the City to provide all retail water service



within the geographic area of District 2 (the “**District 2 CCN Transfer**”).

2. Interim Service. The City shall be authorized to provide retail water service within District 2 pending approval of the District 2 CCN Transfer application to the PUC as set forth in this Agreement. Nothing in this Agreement shall in any way impair, or adversely affect District 4’s right to provide retail water service to any customers within CCN No. 11316, excepting District 2, before approval of the District 2 CCN Transfer by the PUC.

3. Application by City for Certification. District 2 and District 4 shall cooperate reasonably with the City in filing an appropriate application for the District 2 CCN Transfer with PUC. District 2 and District 4 shall support and cooperate with the City and PUC to obtain PUC approval of the District 2 CCN Transfer in a reasonably expeditious manner. Neither District 2 nor District 4 shall be responsible for costs associated with preparing and filing the District 2 CCN Transfer application or the pursuit of regulatory approvals, all of which such costs shall be paid by the City. District 2 and District 4, at no cost to the City, shall provide necessary signatures, information, and testimony required for the District 2 CCN Transfer application, documentation if required by PUC to confirm closing of the transaction, and shall cooperate in all respects in prosecuting the District 2 CCN Transfer application and in attempting to ensure that it is granted by PUC.

4. Customers in Certification Area. All customers, if any, whose place of use of water is currently located within District 2 and who are provided retail water service by the City whether on an interim basis or after approval of the District 2 CCN Transfer, 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 District 2 may be curtailed on the same basis as services may be curtailed to any other City retail water customer under applicable City ordinances and policies.

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, financing, operating and maintaining the Far South Pressure Zone Facilities shall be the exclusive responsibility of the City, and this Agreement shall not be construed to require District 2 or any property owner within District 2 to construct, finance, operate or maintain the same, other than as required of any other City retail water customer under applicable City ordinances and policies. However, District 2 or a property owner within District 2 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, 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.

C. Effluent Reuse by District 2.

District 2 contemplates a potential agreement with one or more adjoining municipal utility districts, including, but not limited to, District 1, District 3 and District 4, to obtain treated effluent (non-potable water) for use

to irrigate certain parks, common areas and public spaces. Such an effluent reuse agreement could involve the conveyance of untreated wastewater from District 2 to an adjoining municipal utility district for treatment, or the purchase of treated effluent originating wholly within another District. The City hereby acknowledges and affirms the Districts' authority to enter into effluent reuse agreements among themselves and with other utilities. The Districts agree that the City, at its sole discretion, may cost participate in the infrastructure to convey treated effluent and enter into effluent reuse agreements with any district. Such cost participation shall be based upon the City's proportionate share. Unless the City has entered into an agreement with District 2 or until the dissolution or full-purpose annexation of District 2 by the City, the City shall have no ownership interest in any effluent or effluent purchase contract entered into by District 2, and no right to charge a service fee, capital recovery charge, tax, or other fee to either District 2 or any District 2 customer for such use of effluent.

**V.**

**Article VII (Annexation of District 2 by the City)** is amended as follows:

Paragraph C is amended to read:

C. Full purpose annexation of District 2, and its dissolution and/or conversion to a limited district, shall be governed by the provisions of the Strategic Partnership Agreement.

**VI.**

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

Paragraph A is amended to read as follows:

A. The parties agree that the Land Plan attached hereto as **Exhibit F** ("**Land Plan**") and incorporated herein for all purposes including notations thereon, as the same may be amended from time to time with the concurrence of a majority of the City Council of the City and Landowner, its successors and assigns, is the agreed plan for development of the Limited Purpose Annexation Property. The densities and land use reflected on the Land Plan are not guaranteed levels of development, but rather levels subject to changes thereof necessitated by compliance with the requirements of applicable laws, ordinances and regulations. Landowner has applied for zoning for the Limited Purpose Annexation Property consistent with the Land Plan as provided herein and in the Strategic Partnership Agreement, excluding the 93.206-acre tract conveyed by Landowner to Hays Consolidated Independent School District for use as a school site. No site development permit shall be issued for an area within the Limited Purpose Annexation Property which

is not owned by Hays Consolidated Independent School District until that area is zoned by the City.

Paragraph C is amended to read as follows:

C. Landowner agrees to dedicate to the City, at no cost to the City, a net-buildable two-acre tract of land located generally in the area shown on the Land Plan to be used as a fire and EMS station site. The City's Fire Department has reviewed and approved the location of this site. At any time prior to dedication of the site, the City's Fire Department and the Landowner may mutually agree on a new location of the site within District 2. The dedication shall be made no later than the earlier of (1) the date of the dedication of any adjacent roadway to the fire and EMS station site; or (2) **31 March 2025**.

A new Paragraph F is added as follows:

F. **Parkland Dedication.**

1. **Parkland Dedication Requirement.** District 2 will be developed as a master-planned community with substantial parkland, open space, trails, and park improvements. Based on the preliminary development plan for the Project, approximately 57.5 acres of park and 78.6 acres of open space land are required under the current applicable rules. The Landowner agrees to provide park and open space land and improvements for the parkland exceeding this required acreage as shown on the Land Plan. Landowner shall dedicate parkland required by this Section at the time of approval of a final plat that touches the boundary of any parkland. The City agrees that the dedication of public parkland and trails and the construction of amenities to be described in the Park Master Plan discussed in Paragraph F.2 below will satisfy all of the parkland dedication requirements for development that is completed in accordance with the Land Plan and/or any approved zoning (the "**Project**"), and that no additional parkland dedication or park fees will be required from the Landowner for the Project unless the number of dwelling units exceeds 2,916.

2. **Construction.** Amenities to be constructed on parkland in District 2 will have a total value of at least \$200 per living unit equivalent. District 2 shall require Landowner to prepare a park facilities plan for the Project subject to approval by District 2 and the Director of the City's Parks and Recreation Department, or successor department (the "**PARD**") (the "**Park Master Plan**"), which will identify the Parks and Recreational Facilities to be owned and operated by District 2 and the recreational facilities that will be owned and operated by a Texas non-profit corporation created by the Landowner on or before the date the first

subdivided lot within District 2 is sold to a third-party purchaser to, among other things, enforce restrictive covenants and own and operate amenities (the “**Owners Association**”). A copy of such plan will be provided to the Director of the City’s Planning and Zoning Department, or successor department (the “**PZD**”) and PARD at least 30 days before the Board meeting at which District 2 considers approval of the Park Master Plan, and shall be approved by PARD before the approval of any subdivision or site plan application by the City. The Landowner and District 2 agree that any design of construction plans related to the park and open space land within the Project will be subject to approval by the City, and that they will be designed to comply with the accessibility requirements of the Americans with Disabilities Act and will meet any applicable consumer product safety standards. Amenities shall include an extensive trail and bike network and additional park improvements to be identified in the Park Master Plan. The Park Master Plan shall include a phasing agreement for the construction of park improvements. The phasing agreement shall require the construction of Parks and Recreational Facilities within each phase by the Landowner or its successors at the time of construction of residences within said phase.

3. **Ownership, Operation and Maintenance of Parks and Recreational Facilities.** Except for property to be dedicated to the Owners Association or dedicated to or reserved for the City or another governmental entity under this Agreement, the Landowner will dedicate all Parks and Recreational Facilities located within the Project to District 2 for ownership, operation and maintenance. No Owners Association amenities may be dedicated to District 2 and all Owners Association amenities must be conveyed to and operated and maintained by the Owners Association. District 2 agrees not to convey or transfer any Parks and Recreational Facilities to the Owners Association without the approval of the City. Before full-purpose annexation of District 2 by the City, District 2 agrees to operate and maintain the Parks and Recreational Facilities conveyed to it in good state of repair and in a manner so as not to create a nuisance or danger to the public health and safety. Upon full-purpose annexation of District 2 by the City, the Parks and Recreational Facilities dedicated to District 2 shall be transferred to, and owned, operated and maintained by Sunfield Limited District No. 2 as provided in the Strategic Partnership Agreement. Should District 2 be dissolved without the creation of a limited district, the Parks and Recreational Facilities shall be transferred to the City and the Owners Association shall be obligated, under restrictive covenants naming the City as a benefitted party and that are filed on or before the date the first subdivided lot within District 2 is sold to a third-party purchaser, to operate and maintain the Parks and Recreational Facilities in perpetuity at the expense of the Owners Association. In addition the Owners Association must have authority to levy assessments against the Landowner, and the Landowner’s successors and assigns,

of the property in the Ultimate District 2 Boundaries to discharge the maintenance obligation set forth herein. The Landowner, and the Landowner's successors and assigns, of the property in the Ultimate District 2 Boundaries also must be jointly and severally liable for the maintenance of the Facilities, but only in the event the Owners Association fails to discharge its obligations to maintain the Parks and Recreational Facilities.

A new Paragraph G is added as follows:

G. Restrictive Covenants. The Landowner on or before the date the first subdivided lot within District 2 is sold to a third-party purchaser will impose Restrictive Covenants on all of the Limited Purpose Annexation Property within District 2, other than the property 93.206-acre tract conveyed by Landowner to the Hays Consolidated Independent School District, in order to assure high quality development and high quality maintenance of all improvements constructed for the benefit of the community which are not maintained by a public entity. The Restrictive Covenants, which will include any provisions specifically required by this Agreement, will be enforced by the Owners Association. Any Restrictive Covenant to be imposed on property owned or to be conveyed to District 2 will be subject to the review and approval of the PZD prior to recordation, which approval will not be unreasonably withheld, conditioned or delayed.

A new Paragraph H is added as follows:

H. Affordable Housing. The Landowner will support the City's affordable housing goals and programs as provided in the attached Exhibit H.

#### VII.

**Article XIV (Term of Agreement)** is hereby amended to read:

This Agreement shall be effective from 5 May 2005 and shall continue in effect until District 2 is annexed and dissolved or, if converted to a limited district pursuant to the Strategic Partnership Agreement, until the limited district is dissolved.

#### VIII.

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

- A. A new List of Exhibits attached to this First Amendment as **Attachment One** is attached to the Agreement immediately prior to Exhibit A of the Agreement as a new List of Exhibits.
- B. Exhibit E to the Agreement is deleted in its entirety and is substituted in its place with a

new **Exhibit E** attached to this First Amendment as **Attachment Two**.

C. Exhibit F to the Agreement is deleted in its entirety and is substituted in its place with a new **Exhibit F** attached to this First Amendment as **Attachment Three**.

D. A new **Exhibit H** attached to this First Amendment as **Attachment Four** is attached to the Agreement as a new Exhibit H.

## **IX.**

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

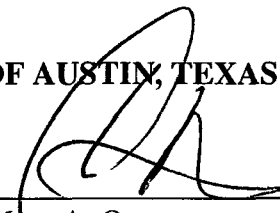
This First Amendment will be effective from and after, and the terms and conditions of this First Amendment incorporated into the Agreement on, **21 September 2015** which is the date that is the later of: (i) the effective date of the ordinance authorizing execution of this First Amendment by the Austin City Council; (ii) approval of this First Amendment by the Board of Directors of the Districts; and (iii) execution of this First Amendment by the Landowner, the Districts, and the City. This First Agreement may be executed in duplicate counterparts.

Immediately following the effective date of this First Amendment, District 2 will cause the original Agreement and this First Amendment with correct references to the filing location of the original Agreement in the first "Whereas" clause of this First Amendment to be recorded in the official public records of Hays County, Texas and Travis County, Texas with the original recorded Agreement and this First Amendment to be sent following recording in each county's official public records to the after recording address set forth on the last page of this Amendment and include the project information set forth on the last page of this Amendment.

*--- The remainder of this page is intentionally blank ---*

**EXECUTED AND DELIVERED** effective as set forth in Article IX above.

**CITY OF AUSTIN, TEXAS**

By:   
Name: Marc A. Ott  
Title: City Manager

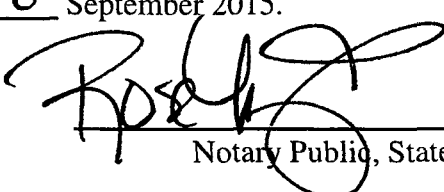
STATE OF TEXAS           §  
   §  
COUNTY OF TRAVIS     §

THIS INSTRUMENT was acknowledged before me, the undersigned notary, on this day by Marc A. Ott as 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 18 September 2015.

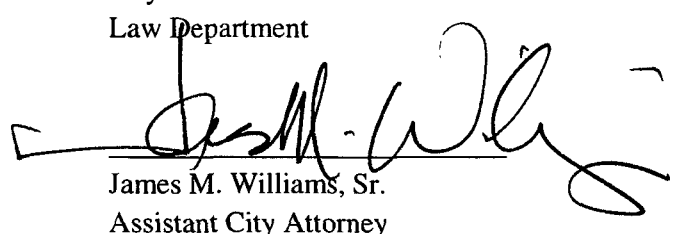
[Seal]



  
\_\_\_\_\_  
Notary Public, State of Texas

**APPROVED AS TO FORM:**

City of Austin  
Law Department

  
\_\_\_\_\_  
James M. Williams, Sr.  
Assistant City Attorney



**SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 1**

By: Matt Rutherford  
Name:  
Title: President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

THIS INSTRUMENT was acknowledged before me, the undersigned notary, on this day  
by Matt Rutherford, President, on behalf of said Sunfield Municipal  
Utility District No. 1.


Given under my hand and seal of office on 11<sup>th</sup> August 2015.

Melinda Koehne  
Notary Public, State of Texas

[Seal]



**SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 2**

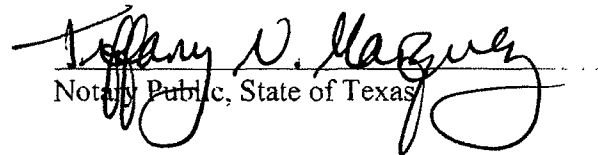
By:   
Name: Milton Schultz, III  
Title: President

STATE OF TEXAS           §  
                                     §  
COUNTY OF TRAVIS   §


THIS INSTRUMENT was acknowledged before me, the undersigned notary, on this day  
by Milton Schultz, III President, on behalf of said Sunfield Municipal  
Utility District No. 2.

Given under my hand and seal of office on 4<sup>th</sup> August 2015.



  
Notary Public, State of Texas

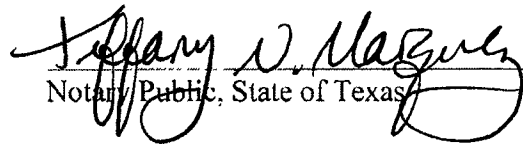
**SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 3**

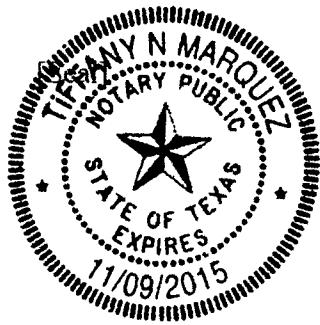
By:   
Name: \_\_\_\_\_  
Title: President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

THIS INSTRUMENT was acknowledged before me, the undersigned notary, on this day  
by Jonathan Clifton, President on behalf of said Sunfield Municipal  
Utility District No. 3.

Given under my hand and seal of office on 4<sup>th</sup> August 2015.

  
Notary Public, State of Texas



**SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 4**

By: [Signature]  
Name:  
Title: President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

THIS INSTRUMENT was acknowledged before me, the undersigned notary, on this 11<sup>th</sup> day of August, 2015, by Reed Coleman, President, on behalf of said Sunfield Municipal Utility District No. 4.


Given under my hand and seal of office on 11<sup>th</sup> August 2015.

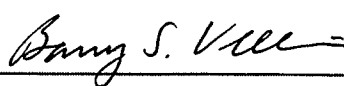
[Signature]  
Notary Public, State of Texas

[Seal]



A&M Option 541, LLC,  
a Texas limited liability company

By:   
Scott L. Cox Senior Vice President

By:   
Barry S. Vines  
Chief Accounting Officer

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 \_\_\_\_\_, 2015, 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)

## ACKNOWLEDGMENT

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  
County of Orange )

On Sept. 8, 2015 before me, Sharon L. Pozos, Notary Public  
(insert name and title of the officer)

personally appeared Scott L. Cox and Barry S. Villines,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) 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.

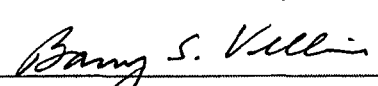
WITNESS my hand and official seal.

Signature Sharon L. Pozos (Seal)



2428 Partners, LLC,  
a Texas limited liability company

By:   
Scott L. Cox  
Senior Vice President

By:   
Barry S. Villines  
Chief Accounting Officer

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State of California                    )  
  )ss.  
County of Orange                    )

On \_\_\_\_\_, 2015, 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)

## ACKNOWLEDGMENT

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State of California  
County of Orange )

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paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon L. Pozos (Seal)

