

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

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

This Second Amendment to the First Amended and Restated Agreement Concerning Creation and Operation of Senna Hills Municipal Utility District (Second 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 ("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 ("Developer").

I.

RECITALS

1.01. The District is located within the extraterritorial jurisdiction of the City of Austin, on the north side of FM 2244 ("Bee Caves Road"), approximately 5.0 miles west of the intersection of Bee Caves Road and Loop 360 and 2.5 miles east of the intersection Bee Caves Road and State Highway 71.

1.02. The District was created by an order of the Texas Water Commission (now the Texas Commission on Environmental Quality) on April 6, 1988.

1.03. The City adopted Ordinance No. 870115-E granting its consent to the creation of the District and the City, the District, and Senna Hills, Ltd., a Texas limited partnership (a different entity than the Developer), entered into the Agreement Concerning Creation and Operation of the Senna Hills Municipal Utility District (Original Consent Agreement) which set forth terms and conditions for creation and operation of the District.

1.04. As originally created, the District comprised 398.78 acres of land, consisting of two separate parcels of land which were identified in the order of the Texas Water Commission as "Tract One" and "Tract Two." Tract One consisted of 76.10 acres and was located on the south side of Bee Caves Road. Tract Two consisted of 322.68 acres and was located on the north side of Bee Caves Road.

1.05. In 1993, the City, the District, and Developer entered into that certain First Amended and Restated Agreement Concerning Creation and Operation of Senna Hills Municipal Utility District ("First Amended Consent Agreement") which detailed the terms and conditions upon which the property comprising the District was to be developed and the District was to be operated. Among other things, the First Amended Consent Agreement recognized the intent of the District to exclude Tract One from the boundaries of the District.

1.06. Exhibit A to the First Amended Consent Agreement was a metes and bound description that was intended to describe the property comprising the District. As a result of a scrivener's error, Exhibit A incorrectly described that property as consisting of 316.695 of land, instead of the correct figure of 322.68 acres of land. This error was repeated in the recitals of the First Amended Consent Agreement, and in the Land Plan for the District which was attached as Exhibit "F" to the First Amended Consent Agreement.

1.07. The City, the District, and Developer wish to correct the error in the legal description of the District property and to ratify and confirm that the First Amended Consent Agreement, as so corrected, continues in full force and effect.

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

2.01. Correction of Recital. The reference to "316.695 contiguous acres" in the first paragraph of the First Amended Consent Agreement is hereby changed to read "322.68 contiguous acres."

2.02. Correction of Legal Description. Exhibit A to the First Amended Consent Agreement which contains a metes and bounds description of the property comprising the District is deleted and replaced with the metes and bounds description attached hereto as Exhibit A.

2.03. Correction of 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 B.

III.

GENERAL PROVISIONS

3.01. Except as set forth in this Second Amendment and in prior amendments of the First Amended Consent Agreement, all terms and conditions of the First Amended Consent Agreement shall remain in full force and effect.

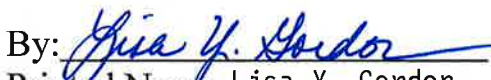
3.02. This Second Amendment to the First Amended Consent Agreement may be executed in duplicate originals each of equal dignity and is effective when executed by the authorized representative of each party.

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.

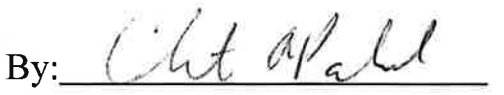
Approved as to form:

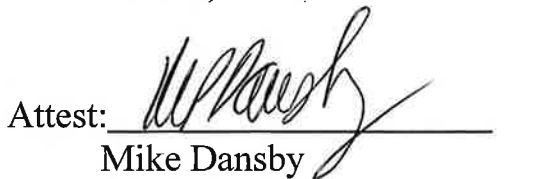
City of Austin, Texas


Assistant City Attorney

By: 
Printed Name: Lisa Y. Gordon
Title: Assistant City Manager


Senna Hills Municipal Utility District

By: 
Chet Palesko
President, Board of Directors

Attest: 
Mike Dansby
Secretary, Board of Directors

Senna Hills, Ltd.

By: SH Development, L.C.,
its general partner

By: 

Don P Miller
President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This **Second Amendment** was acknowledged before me on this 2nd day of December, 2003, by Lisa Y. Gordon, Assistant City Manager of the City of Austin, Texas, a municipal corporation, on behalf of said municipal corporation.

(SEAL)



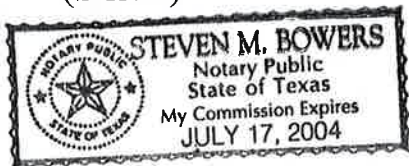



Notary Public - State of Texas

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

This **Second Amendment** was acknowledged before me on this 18th day of Dec., 2003, by Chet Palesko, President of the Board of Directors of Senna Hills Municipal Utility District, a Texas municipal utility District, on behalf of said District.

(SEAL)





Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This **Second Amendment** was acknowledged before me on this 18th day of Dec., 2003, by Don P. (Rip) Miller, President of SH Development, L.C., a Texas limited liability company, acting in its capacity as general partner of Senna Hills, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



Notary Public - State of Texas

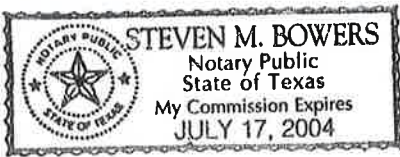


EXHIBIT A

FIELD NOTES FOR
SENNA HILLS P.U.D.
TRACT TWO
322.68 ACRES

DESCRIBING 322.68 ACRES OF LAND OUT OF THE J.M. TEAGUE SURVEY NO. 40, JOHN MUSTALN NO. 40, E.C. GAINES SURVEY NO. 76, J.R. WATSON SURVEY NO. 646, IN TRAVIS COUNTY, TEXAS, SAID 322.68 ACRES BEING DESCRIBED IN A DEED TO CUNNINGHAM & ASSOCIATES NUMBER III, AS RECORDED IN VOLUME 8467, PAGE 4 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 322.68 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southwest corner of the said 322.68 acre tract, said corner also being in the North right-of-way line of F.M. 2244 (100' right-of-way);

THENCE with the West line of this tract the following five (5) courses:

- 1) N30°40'00"E, 399.31 feet to a point;
- 2) N30°45'00"E, 539.50 feet to a point;
- 3) S49°29'00"E, 100.89 feet to a point;
- 4) N31°11'00"E, 2085.19 feet to a point;
- 5) N30°50'00"E, 757.62 feet to a point for the Northwest corner of this tract;

THENCE with the North line of the herein described tract of land the following twelve (12) courses:

- 1) S57°20'00"E, 411.61 feet to a point;
- 2) S77°58'00"E, 35.84 feet to a point;
- 3) S59°41'00"E, 78.19 feet to a point;
- 4) S61°21'00"E, 43.39 feet to a point;
- 5) S60°26'00"E, 140.04 feet to a point;
- 6) S59°08'00"E, 91.36 feet to a point;
- 7) S58°37'00"E, 469.06 feet to a point;
- 8) S59°22'00"E, 917.22 feet to a point;
- 9) S58°59'00"E, 385.40 feet to a point;
- 10) S59°50'00"E, 587.11 feet to a point;
- 11) S59°50'55"E, 278.97 feet to a point;
- 12) S32°15'00"E, 615.80 feet to a point for the Northeast corner of this tract;

THENCE with the East line of the said 322.68 acre tract the following six (6) courses:

- 1) S31°40'00"W, 1094.42 feet to a point;
- 2) S30°55'00"W, 408.33 feet to a point;
- 3) S23°44'00"W, 24.73 feet to a point;
- 4) S29°04'00"W, 315.33 feet to a point;
- 5) N72°10'00"W, 178.68 feet to a point;
- 6) S18°25'00"W, 259.59 feet to a point for the Southwest

corner of this tract;

THENCE with the South line of this tract, said line also being in the North right-of-way line of the said F.M. 2244, the following six (6) courses:

- 1) S71°55'00"W, 1810.87 feet to a point;
- 2) Along a curve to the right having a radius of 495.64 feet, an arc distance of 512.98 feet and a chord which bears N78°26'00"W, 490.39 feet to a point;
- 3) N48°47'00"W, 1545.60 feet to a point;
- 4) Along a curve to the left having a radius of 1196.46 feet, an arc distance of 561.79 feet and a chord which bears N62°14'00"W, 556.65 feet to a point;
- 5) N75°41'00"W, 99.32 feet to a point;
- 6) Along a curve to the left having a radius of 1959.86 feet, an arc distance of 155.09 feet and a chord which bears N77°57'00"W, 155.05 feet to the POINT OF BEGINNING and containing 322.68 acres of land.

The foregoing Field Notes were prepared by Urban Engineering Group, Inc. from recorded information and are true and correct to the best of my knowledge.


John Roell, R.P.S. #2433

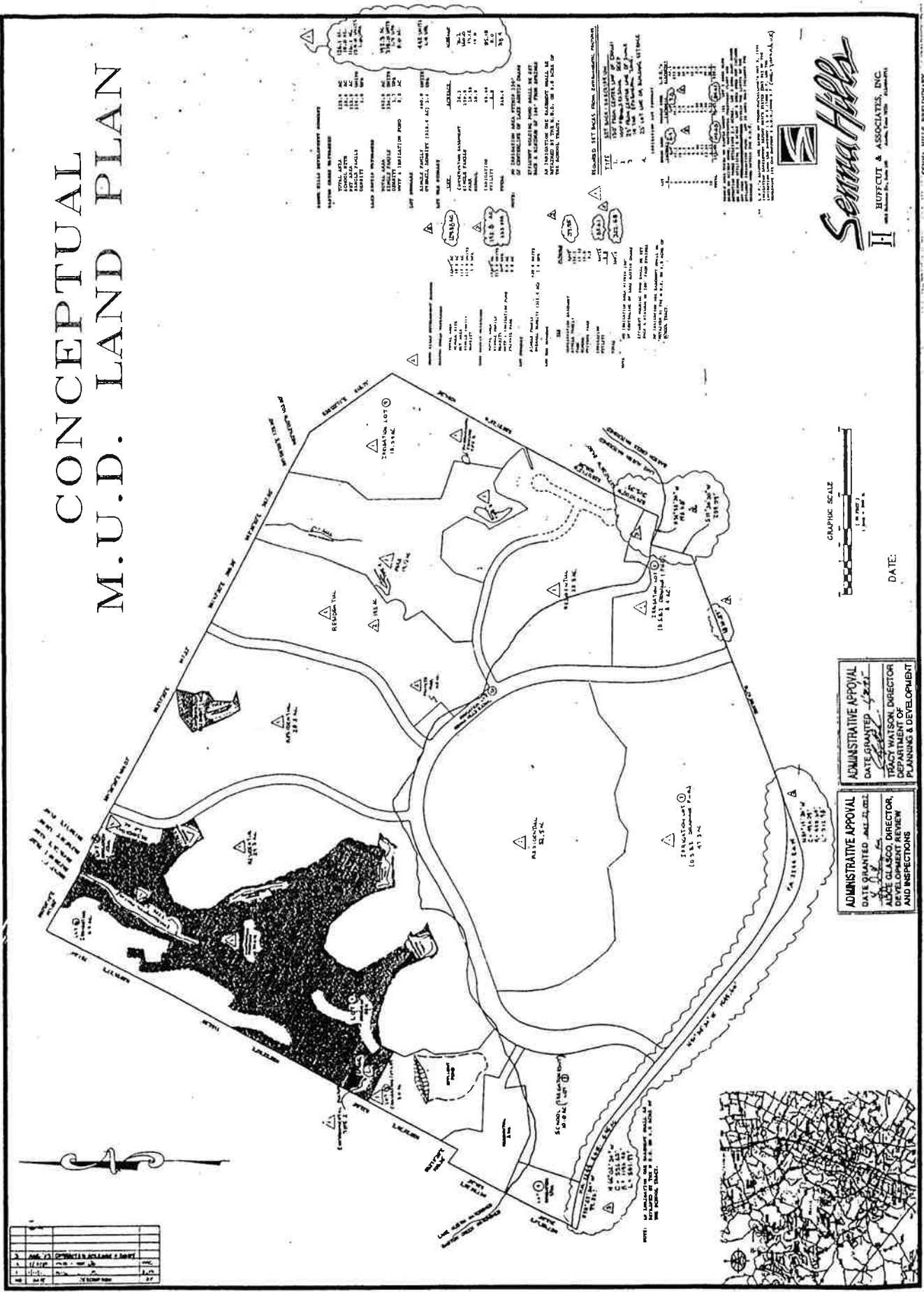
June 12, 1986
Date



EXHIBIT B

CONCEPTUAL M.U.D. LAND PLAN

NO.	DATE	BY	DESCRIPTION
1	11/17/73	W. J. ...	PRELIMINARY PLAN
2	11/17/73	W. J. ...	CONCEPTUAL PLAN
3	11/17/73	W. J. ...	FINAL PLAN



WATER SUPPLY REQUIREMENTS SUMMARY

ITEM	QUANTITY	UNIT
DOMESTIC USE	100	MGD
INDUSTRIAL USE	100	MGD
TOTAL	200	MGD

ROADS SET BACKS FROM EXISTING AND PROPOSED

ROAD	EXISTING SETBACK	PROPOSED SETBACK
STATE ROUTE 100	100	100
STATE ROUTE 101	100	100
STATE ROUTE 102	100	100

Senna Hills
 HUFFCUT & ASSOCIATES, INC.
 1111 ...
 ...

GRAPHIC SCALE
 1" = 100'

DATE: _____

ADMINISTRATIVE APPROVAL
 DATE GRANTED: 11/17/73
 TRACY WATSON, DIRECTOR
 DEPARTMENT OF PLANNING & DEVELOPMENT

ADMINISTRATIVE APPROVAL
 DATE GRANTED: 11/17/73
 ADGE GLASCO, DIRECTOR
 DEPARTMENT OF PLANNING & DEVELOPMENT