

EXHIBIT

"A"

FOURTH AMENDMENT TO
AMENDED AND RESTATED CONSENT AGREEMENT
AMONG CITY OF ROUND ROCK, TEXAS,
RSP PARTNERS DEVELOPMENT, L.P.,
(FORMERLY DOUBLE J INVESTMENTS, L.P.),
SEDC DEVCO, INC.,
SIENA MUNICIPAL UTILITY DISTRICT NO. 1 AND
SIENA MUNICIPAL UTILITY DISTRICT NO. 2,
(FORMERLY WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NOS. 19 AND 20)

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Fourth Amendment to the Amended and Restated Consent Agreement ("Fourth Amendment") is entered into among the City of Round Rock, Texas, a home rule city located in Williamson County, Texas (the "City"), RSP Partners Development, L.P., a Texas limited partnership ("Developer"), SEDC Devco, Inc., a Texas corporation ("SEDC"), Siena Municipal Utility District No. 1 ("District No. 1"), and Siena Municipal Utility District No. 2 ("District No. 2"), or Districts (the "Districts") as appropriate.

RECITALS

WHEREAS, the City and Developer entered into the Amended and Restated Consent Agreement (as amended by the First Amendment, Second Amendment and Third Amendment, as each is defined below, the "Consent Agreement") as of October 18, 2006, and the Districts have joined in the Consent Agreement; and

WHEREAS, the City and Developer entered into the First Amendment to the Amended and Restated Consent Agreement as of December 18, 2008 (the "First Amendment"), and the Districts have joined in the First Amendment upon organization of their respective boards of directors; and

WHEREAS, the City, Developer and the Districts entered into the Second Amendment to the Amended and Restated Consent Agreement as of July 22, 2010 (the "Second Amendment"); and

WHEREAS, the City, Developer, SEDC and the Districts entered into the Third Amendment to and Partial Assignment of Amended and Restated Consent Agreement as of November 26, 2013 (the "Third Amendment"); and

WHEREAS, Developer and SEDC desire to add approximately 22.31 acres of land (the "Annexation Tract"), a legal description of which is attached hereto as Exhibit "A", which Annexation Tract is owned and will be developed by SEDC and constitute a portion of the "SEDC Land" (as defined in the Third Amendment), into the boundaries of District No. 2.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Consent Agreement as follows:

ARTICLE I
Annexation of Land into District No. 2

The City hereby consents to the inclusion of the Annexation Tract into the boundaries of District No. 2 and concurrent with the City's approval of this Fourth Amendment, approves the Resolution attached as Exhibit "B", consenting to the inclusion of the Annexation Tract into the boundaries of District No. 2. and addition of the Annexation Tract to the approved Concept Plan attached to the Consent Agreement. A copy of the Concept Plan with the addition of the Annexation Tract is attached hereto as Exhibit "C".

ARTICLE II
Defined Terms

All terms delineated with initial capital letters in this Fourth Amendment that are defined in the Consent Agreement will have the same meanings in this Fourth Amendment. Other terms have the meanings commonly ascribed to them.

ARTICLE III
Effect of Amendment

Except as specifically provided in this Fourth Amendment, the terms of the Consent Agreement will continue to govern the rights and obligations of the parties, and all terms of the Consent Agreement will remain in full force and effect. If there is any conflict or inconsistency between this Fourth Amendment and the Consent Agreement, this Fourth Amendment will control and modify the Consent Agreement.

ARTICLE IV
Execution; Counterparts

To facilitate execution, this Fourth Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Fourth Amendment: (a) the signature pages taken from separate, individually executed counterparts of this Fourth Amendment may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Fourth Amendment will be deemed to be originals, but such counterparts, when taken together, will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Fourth Amendment on the dates indicated below.

[Signature Pages to Follow]

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

Date: _____, 2016

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2016,
by Alan McGraw, Mayor of the City of Round Rock, on behalf of said municipality.

(SEAL)

Notary Public, State of Texas

RSP PARTNERS DEVELOPMENT, LP.,
a Texas limited partnership

By: RSP GP, INC.,
a Texas corporation,
its General Partner

By: _____
John S. Lloyd, President

Date: _____, 2016

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2016,
by John S. Lloyd, President of RSP GP, Inc., a Texas corporation, the General Partner of RSP
Partners Development, LP, a Texas limited partnership, on behalf of said entities.

(SEAL)

Notary Public, State of Texas

SEDC DEVCO, INC.,
a Texas corporation

By: _____
John S. Lloyd, President

Date: _____, 2016

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2016,
by John S. Lloyd, President of SEDC Devco, Inc., a Texas corporation, on behalf of said
corporation.

(SEAL)

Notary Public, State of Texas

SIENA MUNICIPAL UTILITY DISTRICT NO. 1

By:_____

James R. Cone, President
Board of Directors

Date:_____, 2016

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2016,
by James R. Cone, President, Board of Directors of Siena Municipal Utility District No. 1, on
behalf of said District.

(SEAL)

Notary Public, State of Texas

SIENA MUNICIPAL UTILITY DISTRICT NO. 2

By:_____

Jeff P. O’Jibway, President
Board of Directors

Date:_____, 2016

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2016,
by Jeff P. O’Jibway, President, Board of Directors of Siena Municipal Utility District No. 2, on
behalf of said District.

(SEAL)

Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION OF ANNEXATION TRACT

22.31 Acres

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE HENRY MILLARD SURVEY, ABSTRACT No. 452, AND BEING A PART OF THAT TRACT OF LAND CONVEYED TO CHASITY L. CHRISTIAN BY DEED RECORDED IN DOCUMENT No. 2006019852 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a cut off post 0.5 feet tall with a cross cut notched in the top in the South Line of the said Millard Survey at the Southwest Corner of that 72 Acre Tract of land conveyed to Mergle Crayton Snell by deed recorded in Volume 2019, Page 31, of the Official Records of Williamson County, Texas, the same being a corner in the East Line of that 148.36 Acre Tract of land conveyed to Betty Carol Finn and Richard Lardon by deed recorded in Volume 2091, Page 314 of the Official Records of Williamson County, Texas, from which point the Southwest Corner of the said Henry Millard Survey bears approximately S.71°25'44"W., 2510.24 feet;

THENCE N.18°45'39"W., along the West Line of the said 72 Acre Tract, the same being the East Line of the said 148.36 Acre Tract, a distance of 1731.51 feet to a ¼" iron rod found at the Northwest Corner of that 13.59 Acre Tract conveyed to Double J Investments, Ltd., by deed recorded in Document No. 2006069959 of the Official Public Records of Williamson County, Texas, the Northeast Corner of the said 148.36 Acre Tract and the southerly Southeast Corner of that 190.50 Acre Tract conveyed to Stephen Lee Pritchard Family Trust and Nancy Kay Pritchard Ohlendorf Family Trust by deed recorded in Volume 1980, Page 972 of the Official Records of Williamson County, Texas, and the Point of Beginning;

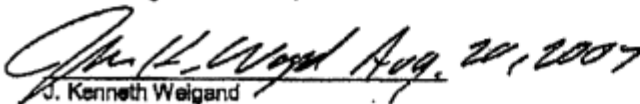
THENCE continue N.18°45'39"W., along the West Line of the said 72 Acre Tract and the East Line of the said 190.50 Acre Tract, a distance of 776.63 feet to a 1/2" iron rod set at the Northwest Corner of the 72 Acre Tract and a corner in the East Line of the said 190.50 Acre Tract;

THENCE N.71°15'27"E., along the North Line of the 72 Acre Tract and the South Line of the 190.50 Acre Tract, in part, at a distance of 1224.73 feet pass a 1/2" iron rod found at an angle point in said South Line, in all a total distance of 1248.10 feet to a 1/2" iron rod found at the Northeast Corner of the said 72 Acre Tract and the Northwest Corner of that 71 ½ Acre Tract of land conveyed to Eleanor Olson, Andrew Olson and Dorthea Jacob by deed recorded in Volume 595, Page 131 of the Deed Records of Williamson County, Texas;

THENCE S.18°44'32"E., along the East Line of the 72 Acre Tract and the West Line of the 71 1/2 Acre Tract, a distance of 780.87 feet to a 1/2" iron rod set at the Northeast Corner of the said 13.59 Acre Tract;

THENCE S.71°27'09"W., along the North Line of the 13.59 Acre Tract and crossing the said 72 Acre Tract, a distance of 1247.85 feet to the said Point of Beginning.

Containing 22.31 acres, more or less.

 Aug. 20, 2007

John Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying, Inc.
1212 East Braker Lane
Austin, Texas 78753



EXHIBIT "B"

**A RESOLUTION GRANTING THE CONSENT OF THE
CITY OF ROUND ROCK, TEXAS,
TO THE ANNEXATION OF ADDITIONAL LAND INTO THE
BOUNDARIES OF SIENA MUNICIPAL UTILITY DISTRICT NO. 2
WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION**

RESOLUTION NO. _____

WHEREAS, the City of Round Rock has received a Petition for Consent to the Annexation of Additional Land into the Boundaries of Siena Municipal Utility District No. 2 ("District No. 2") located in the City's extraterritorial jurisdiction, a copy of which petition is attached as **Exhibit 1**;

WHEREAS, the City granted consent to the creation of District No. 2 on September 22, 2005;

WHEREAS, the petitioner desires to include additional acreage in District No. 2 and the City is willing to include such additional acreage; and

WHEREAS, Section 54.016 of the *Texas Water Code* and Section 42.042 of the *Local Government Code* provide that land within a city's extraterritorial jurisdiction may not be included within a district without the city's written consent; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF ROUND ROCK, TEXAS:**

Section 1. That the City Council of the City of Round Rock, Texas, gives its written consent to the annexation of approximately 22.31 acres, described on **Exhibit "A"** attached hereto, into District No. 2.

PASSED AND APPROVED on the ____ day of _____, 2016.

Mayor, City of Round Rock

ATTEST:

APPROVED:

City Secretary

City Attorney

Exhibit 1

[attach]

Exhibit “A”

[attach]

EXHIBIT "C"
CONCEPT PLAN

