

**RESOLUTION NO. 1549-17-03-14-0386**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS AUTHORIZING A REQUEST FOR THE VOLUNTARY EXPANSION OF THE CITY'S EXTRATERRITORIAL JURISDICTION AND THE ACCEPTANCE OF NON-ANNEXATION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF PFLUGERVILLE AND SARVI, LLC, YAJAT, LLC, SARVI YAJAT PARTNERSHIP, LLC AND RRE AUSTIN SOLAR LLC, ITS SUCCESSORS AND ASSIGNS, AFFECTING REAL PROPERTY IN THE CITY'S EXISTING AND EXPANDED EXTRATERRITORIAL JURISDICTION**

**WHEREAS**, the City of Pflugerville received a request from Sarvi, LLC, Yajat, LLC, Sarvi Yajat Partnership, LLC and RRE Austin Solar LLC (Owners) to expand the City's extraterritorial jurisdiction (ETJ) and a proposal to enter into a non-annexation development agreement (Agreement) under terms deemed appropriate and in accordance with Texas Local Government Code §§ 42.022(b) and 212.172; and

**WHEREAS**, in the interest of ensuring the orderly development of property located within the City's ETJ to provide for the protection of the public health, safety and welfare, the City has determined that such ETJ expansion under the terms of the proposed Agreement affecting the Owner's property, attached hereto and incorporated herein for all purposes as Exhibit A, effectuates such intent and purpose; and

**WHEREAS**, among other terms and purposes, said Agreement guarantees the non-annexation of the Owner's property in exchange for and in acceptance of the City's regulations governing the development of the property as indicated therein; and

**WHEREAS**, it is in the City's best interest to accept Owner's request to expand the City's ETJ and enter into the Agreement as provided at Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:**

1. The above recitals are hereby adopted verbatim as if recited herein.
2. The City hereby accepts such request to expand its ETJ in accordance with Texas Local Government Code § 42.022(b) and such proposal to enter into the Agreement attached hereto as Exhibit A with Owner in accordance with Texas Local Government Code § 212.172.
3. The City Manager is authorized to execute on the City's behalf any and all documents approved by the City Attorney to effectuate the City's acceptance of said request and proposed Agreement and this Resolution.

**PASSED AND APPROVED** this 14<sup>th</sup> day of March, 2017.

CITY OF PFLUGERVILLE, TEXAS



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Victor Gonzales, Mayor

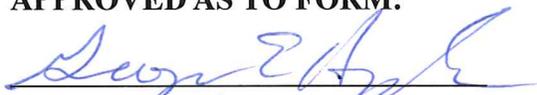
**ATTEST:**



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Karen Thompson  
City Secretary

**APPROVED AS TO FORM:**



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George Hyde, City Attorney  
Denton Navarro Rocha Bernal Hyde & Zech, PC

EXHIBIT A

**CITY OF PFLUGERVILLE NON-ANNEXATION DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This DEVELOPMENT AGREEMENT (“AGREEMENT”), dated \_\_\_\_\_, 2017 (“EFFECTIVE DATE”), made by and between the **CITY OF PFLUGERVILLE, TEXAS**, a home rule municipality located in Travis County, Texas (“CITY”), and **Sarvi, LLC, Yajat, LLC, Sarvi Yajat Partnership, LLC and RRE Austin Solar LLC, all being Texas Limited Liability Companies, and their respective successors and assigns** (collectively, “LANDOWNER”). CITY and LANDOWNER may be referred to individually as “PARTY” and collectively as “PARTIES.”

WHEREAS, LANDOWNER owns certain real property located in Travis County, Texas that is within or contiguous to otherwise existing extraterritorial jurisdiction of CITY, such real property being more particularly depicted in Exhibit A attached hereto and fully incorporated into this AGREEMENT for all purposes (“PROPERTY”); and

WHEREAS, LANDOWNER desires to develop the PROPERTY for the sole purpose of operating a solar electricity generation facility capable of producing an estimated one hundred-twenty (120) Megawatts AC capacity upon full build out (“PROJECT”) in accordance with the terms of this DEVELOPMENT AGREEMENT; and

WHEREAS, LANDOWNER has requested the extraterritorial jurisdiction of CITY be expanded beyond the distance limitations imposed by Section 42.021 of the Texas Local Government Code, to include the entirety of such PROPERTY and the contemplated real property acquisitions (described below as the “ADDITIONAL PROPERTY”) depicted on a map included as part of Exhibit A, which when acquired by LANDOWNER shall become part of the PROPERTY for all purposes in accordance with the terms of this AGREEMENT; and

WHEREAS, contemporaneous to authorizing this Agreement CITY has authorized extending the boundaries of its extraterritorial jurisdiction to include such PROPERTY; and

WHEREAS, the PARTIES acknowledge and agree that this AGREEMENT is entered into under and satisfies the requirements of Section 212.172 of the Texas Local Government Code; and

WHEREAS, the PARTIES agree that this AGREEMENT will be recorded in the public records of Travis County, Texas, and shall run with the PROPERTY, as provided by law; and

WHEREAS, in recognition of the mutual benefits to be derived from the controlled development of the PROPERTY and its guaranteed continued extra territorial status for a certain time, the PARTIES desire to enter into this AGREEMENT, pursuant to §212.172 of the Texas Local Government Code, to evidence their agreements with respect to guaranteeing the continuation of the extraterritorial status of the land and its immunity from annexation by the CITY

for a period years, extending the municipality’s regulatory authority over the land by providing for all regulations and planning authority of the CITY that do not interfere with the use of the PROPERTY for the purposes provided herein, authorizing enforcement by the CITY of certain regulations in the same manner the regulations are enforced within the CITY’s boundaries and authorizing enforcement by the CITY of certain agreed upon land use, development and environmental regulations; and

WHEREAS, the City of Pflugerville City Council has authorized and approved this AGREEMENT at a regularly scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City of Pflugerville on \_\_\_\_\_, 2017, as evidenced by the adoption of Resolution No. \_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained or referred to herein, the receipt and sufficiency of which is hereby acknowledged by the CITY and the LANDOWNER, the PARTIES hereto agree as follows:

1. (a) *Findings.* The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part of this AGREEMENT for all purposes.

(b) *Property.* The LANDOWNER and CITY acknowledge and agree that upon the EFFECTIVE DATE of this AGREEMENT the PROPERTY described in Exhibit A shall be subject to this AGREEMENT for all purposes.

(c) *Additional Property.* The LANDOWNER and CITY acknowledge and agree that upon the EFFECTIVE DATE of this AGREEMENT LANDOWNER is currently in the process of acquiring other real properties intended to become part of this AGREEMENT, which are more specifically identified in a map included as part of Exhibit A that depicts approximately 883.612 acres of “additional property” (herein referred to as the “ADDITIONAL PROPERTY”). In anticipation of such acquisitions, LANDOWNER and CITY intend that this AGREEMENT shall govern and affect such ADDITIONAL PROPERTY to the same extent as the PROPERTY upon acceptance in accordance with the following provisions:

(i) Upon closing (or acquiring legal title) on such ADDITIONAL PROPERTY or each parcel thereof, LANDOWNER shall forward a written request to CITY to include such ADDITIONAL PROPERTY within the CITY’S extraterritorial jurisdiction under the terms of this AGREEMENT, within fifteen (15) days of said closing. The request shall include a revised DEVELOPMENT PLAN, as described below, and an executed and notarized memorandum of agreement (“MOA”) identifying this AGREEMENT, the applicability of the same to the ADDITIONAL PROPERTY, a legal description of the ADDITIONAL PROPERTY, and an acknowledgement that the MOA shall be recorded in the Real Property Records of Travis County, Texas. This AGREEMENT, as described by the MOA, shall run with the ADDITIONAL PROPERTY to the extent provided by law. Failure to submit said request and MOA may, at the CITY’S discretion, constitute an act of default under Section 8 of this AGREEMENT.

(ii) Upon receipt of LANDOWNER’S request and supporting documentation provided immediately above by CITY, the request shall be deemed automatically accepted and approved by CITY, subject to the terms of this AGREEMENT, unless the request is formally rejected by the City Council of CITY within sixty (60) days of receipt of the same for good and reasonable cause, it being acknowledged and agreed to by CITY that the inclusion of said ADDITIONAL PROPERTY is necessary for LANDOWNER to achieve LANDOWNER’S development objectives.

(iii) Following acceptance by CITY, the MOA shall be recorded at LANDOWNER’S cost and the ADDITIONAL PROPERTY shall be deemed to be part of the PROPERTY for all purposes contemplated by this AGREEMENT effective as of the recording date thereof.

2. *Non-Development.* The LANDOWNER covenants and agrees not to file a petition for the PROPERTY to be included in any type of district recognized by the State of Texas, not to acquiesce to the inclusion of the Property in any type of district recognized by the State of Texas, and not to file any type of development document, including but not limited to a subdivision plat, master plan, site plan, or a permit, (hereinafter sometimes referred to as “PERMIT”), not including a PERMIT for uses existing on the date of this AGREEMENT (“EXISTING USES”) or uses contemplated by this AGREEMENT (“CONTEMPLATED USES”), collectively, the “USES,” regarding or concerning the PROPERTY until the PROPERTY has been annexed into the CITY and zoned pursuant to all applicable laws of the State of Texas and ordinances of the City of Pflugerville, said zoning to be at the sole discretion of the CITY.
3. *Land Use, Deadlines, and Continuous Operation.* The LANDOWNER further covenants and agrees to not use the PROPERTY for any use other than the USES listed and reflected in the development plan (“DEVELOPMENT PLAN”) provided at **Exhibit B** attached hereto and fully incorporated herewith for all purposes. LANDOWNER acknowledges and agrees that this AGREEMENT is contingent upon LANDOWNER’S compliance with the PROJECT benchmark construction deadlines established by Exhibit B and further acknowledges and agrees that, upon completion of each phase of the PROJECT as detailed by the DEVELOPMENT PLAN, each successive phase of the PROJECT so constructed shall remain in continuous operation for the term of this AGREEMENT. Failure to meet said benchmark deadlines, or failure to maintain continuous operation for a period of six (6) consecutive or non-consecutive months within a twelve (12) month rolling period shall be deemed default hereunder unless the respective time periods are extended by CITY in its reasonable discretion upon written request from LANDOWNER for good cause shown.
4. *Municipal Regulations.* Pursuant to Section 212.172 of the Texas Local Government Code, LANDOWNER acknowledges and agrees that the CITY is authorized to extend the CITY’S planning authority over the land by providing for the Development Plan to be prepared by the LANDOWNER and approved by the CITY under which certain general uses and development of the PROPERTY are authorized and, the PARTIES covenant and agree that all such planning authority, land use and development regulations are hereby extended and applied to the PROPERTY, as more specifically provided at **Exhibit C**,

attached hereto and fully incorporated herewith for all purposes, throughout the term of this AGREEMENT. The LANDOWNER further covenants, acknowledges and agrees that:

(a) application and enforcement by the CITY of these regulations will be in the same manner the regulations are enforced within the CITY's boundaries and, in the event that regulations are established by this AGREEMENT that are not applied within the CITY'S boundaries, said regulations shall be applied and enforced as provided for herein;

(b) CITY may also enforce all environmental regulations; and

(c) The CITY's authority pursuant to Chapter 251 of the Texas Local Government code to exercise eminent domain over property that is subject to a development agreement recognized by Chapter 212 of the Texas Local Government Code.

5. *Permits and Vested Rights.* Pursuant to Section 212.172 of the Texas Local Government, LANDOWNER acknowledges and agrees that this AGREEMENT constitutes a permit for purposes of Chapter 245 of the Texas Local Government Code limited to the USES of the PROPERTY contemplated and regulated under this AGREEMENT.

6. *Municipal Services.* The LANDOWNER acknowledges and agrees that the CITY is under no obligation to provide the LANDOWNER with any municipal services (such as police protection, fire protection, drainage and street construction, or maintenance), with respect to the PROPERTY for the duration of the term of this AGREEMENT.

7. *Extraterritorial Status.* Subject to full compliance with the terms of this AGREEMENT by LANDOWNER, including without limitation, Section 8 below, the CITY hereby guarantees the extraterritorial status of the PROPERTY and that it shall not annex the PROPERTY for the duration of the term of this AGREEMENT, except as contemplated herein.

8. *Annexation and default.* LANDOWNER acknowledges and agrees that Texas Local Government Code Section 212.172(b)(7) authorizes this AGREEMENT to provide for the annexation of the PROPERTY as a whole or in parts and to provide for the terms of annexation, and, therefore the PARTIES agree that:

(a) In the event the LANDOWNER, its heirs, successors or assigns files a petition to include the PROPERTY in any type of district recognized by the State of Texas, acquiesces to the inclusion of the Property in any type of district recognized by the State of Texas, files any type of development document, including but not limited to a subdivision plat, master plan, site plan, or a permit, with a governmental entity that has jurisdiction over the PROPERTY, otherwise attempts to change or changes the USES contemplated by this AGREEMENT, or otherwise defaults on any provision of this AGREEMENT, then in addition to the CITY's other remedies, the PARTIES acknowledge, covenant, and agree that such act or acts shall:

1) constitute the satisfaction of a condition precedent causing this AGREEMENT to be immediately construed as a petition for voluntary annexation or acquiescence to an involuntary annexation by the LANDOWNER;

- 2) allow the PROPERTY to be subject to annexation at the discretion of the City Council;
  - 3) serve to waive and except the annexation from any requirement under Local Government Code Section 43.052, to use certain statutory procedures under an annexation plan;
  - 4) serve to waive and except the annexation from any requirement under Local Government Code Section 43.035 to offer a development agreement as provided under that section, it being agreed by LANDOWNER that this AGREEMENT fully satisfies the requirements of such development agreement; and
  - 5) cause the voluntary waiver of any and all vested rights and claims that the LANDOWNER may have obtained under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, or would otherwise exist, by virtue of any actions that the LANDOWNER took in violation of this AGREEMENT.
- (b) Within thirty (30) days of receipt of a request from the CITY, following the expansion of the CITY'S boundaries establishing contiguity with the PROPERTY as necessary under law to annex all or a part of the PROPERTY, LANDOWNER shall submit a petition for voluntary annexation or acquiesce to an involuntary annexation under Texas Local Government Code Subchapter C-1 of Chapter 43 and Section 43.052(h) for such portions of the PROPERTY deemed necessary by CITY to enable CITY to accomplish its extraterritorial jurisdiction expansion goals. Failure to comply with this subsection by LANDOWNER, shall also be deemed an act triggering the provisions of subsection 8(a) immediately above, as LANDOWNER acknowledges and agrees that the realization of the CITY'S extraterritorial expansion goals forms part of the consideration establishing the basis of this AGREEMENT.
9. *Amendments.* Neither this AGREEMENT, nor any term herein may be changed, waived, discharged, or terminated except by an agreement in writing signed by all PARTIES hereto.
10. *Notices.* Any notice and/or statement required and permitted to be delivered shall be deemed delivered upon receipt after hand delivery or depositing same in the United States mail, certified mail with return receipt requested, postage prepaid, or upon receipt by nationally recognized overnight courier, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties by notice under this subsection:

If to the CITY, to:

City of Pflugerville  
Attn: Brandon Wade, City Manager  
100 E. Main Street  
Pflugerville, Texas 78660  
Phone: 512.990.6101  
E-mail: [citymanager@pflugervilletx.gov](mailto:citymanager@pflugervilletx.gov)

With copies to:

George E. Hyde, Esq.  
Denton, Navarro, Rocha, Bernal, Hyde & Zech, PC

2500 W. William Cannon, # 609  
Austin, Texas 78745  
Phone: 512.479.6431; Fax: 512-279-6438  
E-mail: George.Hyde@rampage-aus.com

If to the LANDOWNER, to:

RRE Austin Solar, LLC  
Attn: Daven Mehta  
1491 Oak Tree Road, Suite 102  
Edison, NJ 08820  
Email: daven@rresolar.com

With copies to:

Sarvi, LLC  
Attn: Dr. Rajesh Mehta  
26 Pascal Lane  
Austin, TX 78746

and

Yajat, LLC  
Attn: Zarna Patel  
1204 South Saddlelake Drive  
Abilene, TX 79602

and

Sarvi Yajat Partnership, LLC  
Attn: Dr. Rajesh Mehta  
26 Pascal Lane  
Austin, TX 78746

Attn: Zarna Patel  
1204 South Saddlelake Drive  
Abilene, TX 79602

11. *Law Governing.* This AGREEMENT shall be deemed to be a contract under the laws of the State of Texas which is performable in Travis, County, Texas, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
12. *Assignment and Conveyance; Binding Effect.* The PARTIES may not assign this AGREEMENT to any other person or entity without the prior written consent of the other PARTY; provided, however, that no such assignment shall operate to release the assigning PARTY from its obligations hereunder. LANDOWNER shall give CITY written notice at least thirty (30) days prior to any conveyance of the PROPERTY. This AGREEMENT and all of its terms and provisions shall be binding upon and inure to the benefit of the CITY

and the LANDOWNER and their respective successors, heirs and assigns, including all future owners of the PROPERTY as permitted by law.

13. *Duration; Expiration.* The term of this AGREEMENT, as authorized by Texas Local Government Code Section 212.172(d), shall be for a period of **twenty-five (25) years** from the date of execution by the PARTIES as to the PROPERTY. The term for any ADDITIONAL PROPERTY subsequently included herein shall be deemed to be the remainder of the twenty-five (25) year period established for the PROPERTY, regardless of the date that said ADDITIONAL PROPERTY is included hereunder. Upon the expiration of this AGREEMENT, the LANDOWNER and LANDOWNER's successors, heirs or assigns agree to the voluntary annexation of the PROPERTY with this AGREEMENT serving as a petition for voluntary annexation.
  
14. *Counterparts.* To facilitate execution, this AGREEMENT may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all PARTIES hereto be contained on any one counterpart herein. A facsimile transmission shall be deemed to be an original signature.

[Signature page to follow]

EXECUTED by the PARTIES hereto to be effective as of the date first set forth above.

**CITY:**  
**CITY OF PFLUGERVILLE, a home rule**  
**municipality in Travis County, Texas**

By:

Date:

\_\_\_\_\_  
BRANDON WADE, City Manager

ATTEST:

By:

\_\_\_\_\_  
KAREN THOMPSON, City Secretary

**LANDOWNER:**

By:

\_\_\_\_\_  
**Daven Mehta**  
**Chief Executive Officer**  
**for RRE Austin Solar, LLC**

By:

\_\_\_\_\_  
**Yogesh Patel**  
**Member**  
**for Yajat, LLC**

By:

\_\_\_\_\_  
**Zarna Mehta**  
**Member**  
**for Yajat, LLC**

By:

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**Rajesh Mehta**  
**Member**  
**for Sarvi, LLC**

By:

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**Vina Mehta**  
**Member**  
**for Sarvi, LLC**

By:

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**Rajesh Mehta**  
**Member of Sarvi, LLC as General Partner**  
**for Sarvi Yajat Partnership, LLC**

By:

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**Vina Mehta**  
**Member of Sarvi, LLC as General Partner**  
**for Sarvi Yajat Partnership, LLC**

By:

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**Yogesh Patel**  
**Member of Yajat, LLC as General Partner**  
**for Sarvi Yajat Partnership, LLC**

By:

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**Zarna Mehta**  
**Member of Yajat, LLC as General Partner**  
**for Sarvi Yajat Partnership, LLC**

THE STATE OF TEXAS                    §  
COUNTY OF TRAVIS                    §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Brandon Wade on behalf of the City of Pflugerville, Texas**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THE STATE OF \_\_\_\_\_                    §  
COUNTY OF \_\_\_\_\_                    §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **David Mehta on behalf of RRE Austin Solar, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Yogesh Patel on behalf of Yajat, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Zarna Mehta on behalf of Yajat, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Rajesh Mehta on behalf of Sarvi, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Vina Mehta on behalf of Sarvi, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Rajesh Mehta on behalf of Sarvi, LLC as general partner and for Sarvi Yajat Partnership, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Vina Mehta on behalf of Sarvi, LLC as general partner and for Sarvi Yajat Partnership, LLC** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Yogesh Patel on behalf of Yajat, LLC as general partner and for Sarvi Yajat Partnership, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Zarna Mehta on behalf of Yajat, LLC as general partner and for Sarvi Yajat Partnership, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

# **EXHIBIT A**

## **The Property**

**Tract 1:** ABS 476 SUR 67 LINDSEY I ABS 2326 SUR 77 WALTON HILL & WALTON ACR 211.5100 (1-D-1), Yajat LLC, Travis CAD 271890

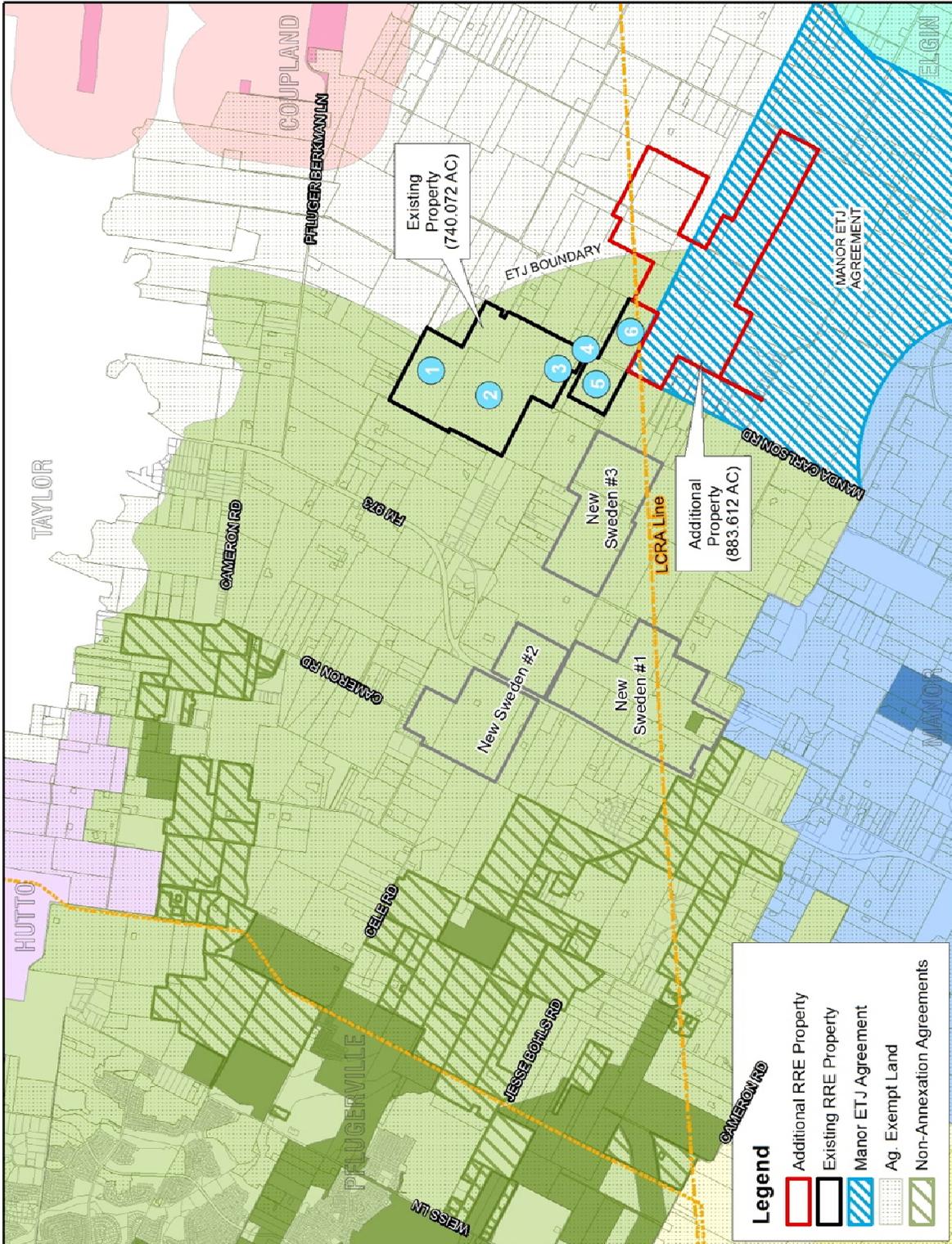
**Tract 2:** ABS 302 SUR 42 FOWLER S VAR SURVEYS ACR 319.0890 (1-D-1) Sarvi LLC, Travis CAD 271881

**Tract 3:** ABS 302 SUR 42 FOWLER S ACR 56.1540 (1-D-1), Sarvi Yahat Partnership, Travis CAD 271883

**Tract 4:** ABS 302 SUR 42 FOWLER S ACR 3.9420, Sarvi Yajat Partnership, Travis CAD 800943

**Tract 5:** ABS 302 SUR 42 FOWLER S ACR 71.2470 (1-D-1), Sarvi Yajat Partnership, Travis CAD 264030

**Tract 6:** ABS 287 SUR 69 FLETCHER R ACR 78.1300 (1-D-1), Sarvi Yajat Partnership, Travis CAD 264036



## **EXHIBIT B**

### **The Development Plan**

#### **Proposed Solar Farm**

##### **Description:**

Comprehensive Project description, including the conceptual or actual location of all infrastructure, facilities, improvements, and incorporated land use plan. (Exhibit B-1)

##### **Project Phasing Benchmark Dates:**

###### **Phase 1:**

Benchmark 1: Phase 1 of the PROJECT's physical construction shall commence no later than December 31, 2018 to establish facilities necessary to generate 50 Megawatts AC capacity.

Benchmark 2: Within nine (9) months of the actual commencement of Phase 1 construction provided in Benchmark 1, but in no case later than September 30, 2019, construction shall be complete and facilities generating 50 Megawatts AC capacity shall be operational.

###### **Phase 2:**

Benchmark 1: Complete construction of Phase 2 of the Project to establish an additional 70 Megawatts AC capacity by December 31, 2019.

##### **Final Project Completion:**

All Phases for Project buildout shall be completed no later than December 31, 2019 at such time facilities necessary to generate 120 Megawatts AC capacity shall be fully operational, unless extended in accordance with the Agreement.



ARRAY DETAILS	
SYSTEM VOLTAGE:	1,500
SYSTEM SIZE (kW DC):	148,654.80
SYSTEM SIZE (kW AC):	120,000.00
DC/AC RATIO:	1.24
INVERTER SPEC #:	FS2800
TOTAL QUANTITY:	39
MODULE TYPE:	CRYSTALLINE
MODULE SPEC:	HANWHA
MODULE WATTAGE (w):	340
MODULE QUANTITY:	437,220
MODULES PER STRING:	25
TOTAL # OF STRINGS:	15,615
RACKING TYPE:	SINGLE AXIS TRACKER
AZIMUTH (deg):	180
ORIENTATION:	1-UP PORTRAIT
ROW TO ROW SPACING (ft/m):	18.34 / 5.59
RACKING ROTATION (deg):	+/- 60
ACREAGE (FENCE):	927
FENCE LENGTH (ft):	44,130
APPROX. # OF PIERS:	62,424
SITE ACCESS GATES:	3
ON SITE ACCESS ROADS (ft):	34,860
COMBINER BOX QTY (400A):	650

2603 CAMINO RAMON  
BISHOP RANCH 3, SUITE 215  
SAN RAMON CA 94583

(T) 925.659.3700  
(F) 925.659.3695  
contact@phoenixsolar.us

REV	DESCRIPTION	DATE
A	-	-
B	-	-
C	-	-
D	-	-
E	-	-
F	-	-
G	-	-
H	-	-
I	-	-

PROJECT NAME:  
**RRE PFLUGERVILLE  
SOLAR PHOTOVOLTAIC  
POWER PLANT**

PROJECT ADDRESS:  
**NEC OF SANDEEN RD  
& MANDA CARLSON RD  
TRAVIS COUNTY TX**

SEAL:	DATE: <b>11/29/2016</b>
	PROJECT #: <b>10576</b>
	DRAWN BY: <b>EA</b>
	CHECKED BY: <b>EA</b>

SHEET NAME:  
**OVERALL SITE PLAN**

SHEET #:  
**E-100**

### EXHIBIT B-1

1 OVERALL SITE PLAN  
Scale: 1" = 500'



PRELIMINARY - NOT FOR CONSTRUCTION

## **EXHIBIT C**

### **The Applicable Regulations**

The City of Pflugerville Code of Ordinances: Chapters 92-94 and the City of Pflugerville Unified Development Code (UDC) to the extent that the property shall be developed in accordance with the Agricultural/Conservation (A) Zoning District and conform to all associated requirements with the UDC.