

CARMEL DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Development Agreement is made and entered into effective as of the 13th day of October 2015 (the effective date), by and between the CITY OF PFLUGERVILLE, TEXAS, a municipal corporation (the CITY), and CE DEVELOPMENT, Inc. a Texas Corporation, as Owner/Optionee on all that approximately 791.89 acres of real property described in Exhibit A and Exhibit B below (the Property) currently owned in separate parcels by 130 Cactus Investment L.P., a Texas limited partnership; ARP Autumn Ridge Partners, L.P., a Texas limited partnership; SBJV Investments Ltd, a Texas limited partnership; and CE DEVELOPMENT, Inc., a Texas corporation (Current Owners). Current Owners are the successors in interest to 130 Cactus Investments, L.P., a Texas limited partnership (“Original Land Owner”) and Tejas Viejo Land Company, a Texas corporation (“Development Partner”). Current Owners join in this Agreement with Optionee and agree to be collectively bound with Optionee to all covenants and agreements with the CITY in this Agreement, so long as such Current Owners own any interest in the Property. Current Owners and Optionee shall hereafter collectively be referred to as “DEVELOPER”.

RECITALS

- A. WHEREAS, Original Land Owner and Development Partner entered into a Development Agreement with CITY dated effective October 25, 2005 with regard to the Development of approximately 1,500 acres to said Development Agreement. A First Amendment to the Development Agreement was adopted on or about August 29, 2006. A Second Amendment to the Development Agreement was adopted on or about December 23, 2008. The Second Amendment added the 162.17 acre “PCDC Tract” to the land covered by the Development Agreement; excluded certain land originally included within the Development Agreement; and identified a 356.58 acre portion of the real property encumbered by the Development Agreement (then known as the Bohls North Tract and the PCDC Tract) to be exclusively governed by only the Second Amendment to the Development Agreement. The remaining property regulated by the original Development Agreement, as amended, excluding the identified 356.58 acre Bohls North Tract and PCDC Tract, includes the Cactus Commercial Tract, the Wildpflower Residential Tract and Wildpflower Commercial Tract, which are not affected by the terms of the Second Amendment.

- B. WHEREAS, the CITY and DEVELOPER acknowledge the 356.58 acres described in the Second Amendment Development Agreement as the Bohls North Tract and the PCDC Tract (now known as the “Sorento Development”) remain subject to the Second Amendment and shall survive this Agreement, and shall continue in full force and effective independent from the terms in this Agreement.

- C. WHEREAS, the CITY and DEVELOPER desire to terminate in its entirety the Development Agreement exclusive of the “Sorento Development” and instead substitute and enter into this Development Agreement in its entirety (referred to herein as the “Carmel Agreement”), which both parties acknowledge is in full compliance with the requirements of the Texas Local Government Code, Chapter 212.172(G).
- D. WHEREAS, the Parties desire to collaborate with each other and with an adjacent land owner, the Pflugerville Independent School District (“PfISD”), to achieve the public purpose of extending municipal roads, trails, water, sewer and drainage facility services to the properties to be developed by DEVELOPER and PfISD in an expedited manner to serve the critical timing needs of PfISD; accommodate subdivision platting and construction schedules of DEVELOPER; and promote the public health, safety and welfare.
- E. WHEREAS, CITY and DEVELOPER desire to establish mutually acceptable land development standards and procedures for the approximately 443.69 acres of land owned by DEVELOPER west of Wilbarger Creek and east of Weiss Lane, more particularly described in Exhibit A attached hereto and incorporated herein by reference; and which the parties agree will be annexed into the corporate limits of the CITY, but which may be developed as an In-CITY municipal utility district (“In-CITY MUD”) pursuant to a Consent agreement between DEVELOPER and the CITY and which development will be subject to all ordinances and requirements applicable within the corporate jurisdiction of the CITY unless otherwise stated herein.
- F. WHEREAS, CITY and DEVELOPER desire to establish mutually acceptable land development standards and proceedings for the approximately 348.36 acres of land owned by DEVELOPER east of Wilbarger Creek, more particularly described in Exhibit B attached hereto and incorporated herein by reference, and which the parties agree will be developed as an extra territorial jurisdiction municipal utility district (“ETJ MUD”) pursuant to a Consent Agreement, which the CITY agrees to enter into with DEVELOPER and which development will be subject to all ordinances and requirements of the CITY applicable in its ETJ unless otherwise stated herein.
- G. WHEREAS, the CITY desires to implement its comprehensive development plans and foster responsible development; taking into account the public need for CITY utility infrastructure to make existing services available to the property owners east of Weiss Lane and seeks cooperation with DEVELOPER to further those objectives; and
- H. WHEREAS, PfISD has entered into separate and independent development agreements, one with the CITY (effective August 20, 2015) (attached as Exhibit H), and the other with DEVELOPER effective _____, 2015 (attached as Exhibit I) which contain obligations by DEVELOPER and PfISD to dedicate necessary easements for trails, roadways, drives and various utility infrastructure

associated with the development of the PfISD's adjacent real property development (herein referred to as the "School Tract") which are being integrated into and supporting in part DEVELOPER's obligations to construct public roads, the Weiss Lane 24-inch water line extension in dedicated public rights-of-way or easements as provided for in the independent Development Agreements in order to serve the School Tract"), the DEVELOPER's property and through the extension of these improvements to and through the School Tract, but also to serve the School Tract on a schedule which will address PfISD's timing needs.

NOW, THEREFORE, the CITY and DEVELOPER, in consideration of the premises and mutual covenant and agreements of the Parties hereafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, agree as follows:

ARTICLE I - PRIOR AGREEMENTS.

1.1 Recitals. The above recitals are hereby incorporated into this Development Agreement as essential terms and conditions of this Development Agreement as if recited verbatim herein and are fully enforceable by the parties.

1.2 Original Development Agreement. The Original Development Agreement dated October 25, 2005, as amended by the First Amendment to Development Agreement dated August 29, 2006 except as applicable to the tracts described as 356.58 acre "Sorento Tract" (described in the Second Amendment to Development Agreement dated December 23, 2008), is hereby terminated, dissolved, made void and of no further force or effect.

1.3 TCEQ Discharge Permit. DEVELOPER shall at the CITY's direction, either surrender or allow TCEQ Docket No. 2010-0654-MWD; TPDES Permit No. WQ0014548001 (authorizing discharges of domestic wastewater located on a 20 acre tract of land on the south side of Jesse Bohls Road, 7,000 feet east of the intersection with Weiss Lane in Travis County, Texas)(referred to as the "Permit") to expire at the CITY's election and discretion, DEVELOPER shall not renew the Permit as the successor in interest to the permit holder 130 Cactus Investments, L.P. DEVELOPER shall covenant not to allow such Permit to be renewed. DEVELOPER agrees to use CITY wastewater service by separate agreement with the CITY prepared in customary form and at customary rates (as amended) as determined by the CITY for such services Wastewater services generally referred to herein are for any future In-CITY MUD on land described in Exhibit A and any future ETJ MUD on land described in Exhibit B

ARTICLE II – PROPERTY DEVELOPMENT

2.1 Utilities Project.

2.1.1 CITY Water Service Infrastructure. The CITY agrees it will design and construct an extension of the 24-inch waterline on the east side of Weiss Lane from its current southern terminus at the CITY's water treatment facility in a southerly direction to the "North School Road Easement Area" of School Tract and to extend a 12-inch waterline from the Weiss Lane water line extension in an easterly direction in the North

School Road Easement to the west DEVELOPER property line, as described in Exhibit H. DEVELOPER shall be responsible for construction of all internal waterlines required to serve this development as depicted in the CITY approved subdivision plats and construction plans substantially in conformance with the DEVELOPER's Master Land Plan attached hereto as Exhibit F. CITY will provide the Property described in Exhibit A (proposed In-CITY MUD west of Wilbarger Creek) with full municipal water service. CITY will provide the Property described in Exhibit B (proposed ETJ MUD east of Wilbarger Creek) with retail water services only, subject to all applicable state and federal Regulatory requirements and such Inter-local Agreement as it might negotiate with Manville Water Supply Corporation, which holds the Water CCN for this area.

2.1.2 DEVELOPER Offsite Water System Improvements. DEVELOPER agrees it will design and construct the extension of the 24-inch CITY Weiss Lane water line extension in a properly dedicated utility easement or public right-of-way dedicated by PfISD from the North School Road on the School Tract to the South School Road right-of-way on the School Tract which will be eligible for 100% Capital Improvement Program ("CIP") impact fee credit as such fees are otherwise due and payable upon purchase of residential water meter. The DEVELOPER also will design and construct a minimum 12-inch waterline as is necessary to serve development described in Section 2.3 and the CITY's Water Master Plan as applicable from the Weiss Lane 24-inch south extension water line in a properly dedicated South School Road utility easement on the School Tract to the DEVELOPER's west property line.

2.1.3 North Creek Gravity Line Easement; Lift Station Deed and Utility Facility Construction. DEVELOPER agrees to grant to the CITY an approximate 40-foot gravity wastewater easement from the North Creek area at the southeast corner of the Sorento development to the location of a new lift station to be designed, constructed and built by the CITY on land deeded to the CITY by DEVELOPER. CITY agrees to design and construct at its sole cost and expense in accordance with its CIP, a wastewater interceptor from the Sorento development in the North Creek Easement to the Lift Station and to construct the Lift Station at its sole cost and expense in accordance with its CIP.

2.1.4 South Creek Gravity Easement. DEVELOPER agrees to dedicate to the CITY the approximate 30-foot wide South Creek Interceptor Easement to the Lift Station and the CITY agrees to design and construct (at its sole cost and expense in accordance with its CIP) the gravity main in such easement.

2.1.5 Force Main Easement and Construction. DEVELOPER agrees to dedicate to the CITY a 10' wide wastewater force main easement and 10' Public Utility Easement (PUE) from the Lift Station in a westerly direction to Weiss Lane and CITY agrees to design and construct (at its sole cost and expense in accordance with its CIP) a 20-inch force main in said easement.

2.1.6 Temporary Access and Construction Easements. DEVELOPER agrees to grant CITY a 3.062 acre temporary easement around the Lift Station Deed sitesave and except for the cemetery site; grant a 20-foot wide temporary construction access easement to the North Creek Interceptor Easement and the South Creek Interceptor

Easement; grant a 10' temporary access and 30' temporary construction easement for the wastewater force main.

2.2 Roadway Project.

2.2.1 North School Road. DEVELOPER agrees to design and construct to CITY of Pflugerville public street standards the North School Road as a standard urban design public road with, 43 feet in pavement width measured face of curb to face of curb, with curb and gutter, in a public right-of-way, as depicted in the road cross-section exhibit attached hereto as Exhibit C unless otherwise approved by the CITY to be dedicated by PfISD to the CITY as described in a separate Development Agreement between the CITY and PfISD dated effective August 20, 2015. The North School Road construction project shall be reviewed and approved by the CITY and will be competitively bid in accordance with the qualification requirements for MUD eligible bond reimbursements. The project shall include one 6-foot wide concrete sidewalk parallel to the North School Road built to CITY standards on the north side of the North School Road built by DEVELOPER and one 6-foot wide concrete sidewalk on the south side of the North School Road, built by PfISD (or by DEVELOPER on PfISD's behalf) in accordance with Paragraph 2.2.6 of the August 20, 2015 CITY of Pflugerville/PfISD Development Agreement. The parties acknowledge that the construction of the North School Road will not include landscaping beyond standard grass seed revegetation. Street lighting for the North School Road will be provided by the DEVELOPER on the north side of the Road only. DEVELOPER agrees to achieve a construction start on the North School Road as follows: (i) DEVELOPER shall submit preliminary subdivision application to the CITY for Carmel Phase I and final plat application of Carmel Phase I Section I within 60-days of the full and complete execution of the Carmel Development Agreement, (ii) DEVELOPER shall diligently pursue the Carmel Phase I preliminary plan subdivision approval and Phase I Carmel Section I final plat approval within 60-days of the submittal of the plans to the CITY, (iii) DEVELOPER shall diligently pursue the Carmel Phase I Section I construction plan approval and offsite North School Road construction plan approval within 30-days of final plat approval of Carmel Phase I Section I by the CITY, and (iv) DEVELOPER shall initiate competitive bidding of offsite North School Road construction within 30-day of North School Road construction plan approval by the CITY and shall make good faith efforts to procure a construction start within 30-days of bid award. CITY agrees to review the off-site North School Road construction plans in an expedited manner independent of the Carmel Phase I Preliminary Subdivision Construction plans.

2.2.2 South School Road. DEVELOPER agrees to design and construct to CITY of Pflugerville public street standards the South School Road in a dedicated public right-of-way dedicated by PfISD to the CITY pursuant to a Development Agreement between PfISD and CITY dated August 20, 2015 attached herein as Exhibit H. The South School Road will be designed and constructed as a standard public roadway, 51 feet in pavement width measured from face of curb to face of curb with curb and gutter as depicted in the road schematic attached hereto as Exhibit D, unless otherwise approved by the CITY and a 6-foot wide sidewalk will be constructed along the entire length of the south side of said roadway, pursuant to an advertising and competitive bid process which will qualify said offsite improvement for MUD bond reimbursements. The parties

acknowledge that the construction of the South School Road will not require street lighting or landscaping beyond standard grass seed revegetation. CITY agrees that it will construct the wastewater force main offset from the future South School Road pavement as indicated in Exhibit D and will construct the temporary access road at required grade for the South School Road to be built by DEVELOPER.

2.2.3 Other Off-Site Road Improvements. DEVELOPER has commissioned a traffic impact analysis (“TIA”) by and through its project engineer Pape Dawson Engineers, Inc., which will identify the roadway impacts off-site of the Carmel Development property resulting from project generated traffic. The TIA will identify those Off-Site Road Improvements inside the corporate limits or in the ETJ of the CITY that will require improvement to mitigate the impact of site generated traffic and will determine a pro rata contribution to such improvement which is assignable to the Carmel project. The parties agree the DEVELOPER shall satisfy its pro-rata share TIA Mitigation requirements as determined by the CITY approved Traffic Impact Analysis for Carmel Development by either timely construction of said mitigation improvements or by posting 110% fiscal surety to the CITY for said improvements payable at time of recording of a final plat of each section within the Carmel project. Required TIA Mitigation fiscal surety deposits shall not exceed the sum of \$1200 (plus 10%) for each lot in the Carmel project, which DEVELOPER agrees to pay to the CITY at time of recording of a final plat on the land described in Exhibit A and Exhibit B for such improvements or any other off-site improvements required by any regulatory agency and which payments shall not exceed cumulatively the sum total of \$1200 multiplied by the number of lots final platted within the project.

2.2.4 Internal and Boundary Roadway Improvements. As provided for within the City’s Master Transportation Plan (MTP), The DEVELOPER agrees to participate in the required right-of-way dedication needed for all boundary streets depicted in Exhibit E as required by the CITY’s Master Transportation Plan or the CAMPO long range transportation plan, whichever is greater, for all collector and arterial roadways internal or adjacent to the project . The DEVELOPER agrees to dedicate 100 feet of right of way and construct, to CITY street standards, the full cross section of Melber Lane through the boundaries of project as depicted in Exhibit J including streetlights, a six (6) foot sidewalk on the west side of the roadway and a ten (10) foot trail along the east side of the roadway. Construction of Melber Lane east of Wilbarger Creek will be required to be constructed concurrently with or prior to any lots that are adjacent to Melber Lane or when any access is proposed to Melber Lane within the proposed ETJ MUD (Exhibit B), whichever comes first. Construction of Melber Lane west of Wilbarger Creek will be required to be constructed concurrently with or prior to the last 200 lots located within the proposed In CITY MUD (Exhibit A). The DEVELOPER agrees to dedicate 60 feet of right of way and construct Melber Lane to CITY public street standards south of Wilbarger Creek as depicted in Exhibit J, to CITY public street standards, with two travel lanes, including curb and gutter, street lights and a six (6) foot sidewalk along the west side, prior to December 31, 2018. The DEVELOPER agrees to prepare design documents for the bridge required for the extension of Melber Lane immediately south of the project as depicted in Exhibit J prior to December 31, 2018. Improvements to Melber Lane south of Wilbarger Creek and the design of the bridge are subject to fiscal limitation

of the DEVELOPER's cost not to exceed the sum total of \$1,200 for every lot final platted by the DEVELOPER cumulative of all expenditures by DEVELOPER for TIA identified mitigation improvements, as outlined in 2.2.3. If the improvements, which are subject to the \$1,200 per lot fee, exceed the \$1,200 per lot fee, the priority of the improvements are as follows: TIA mitigation, Melber Lane construction south of Wilbarger Creek, then bridge design. If the per lot fee is insufficient to complete each project to its fullest extent, the balance of the fee will be paid by the DEVELOPER to the CITY prior to acceptance of the last project that was completed.

2.2.5 Performance Timing. DEVELOPER agrees to design, advertise and submit for construction bid the South School Road, together with the waterline improvements described in Article II, Section 2.1.2 above within 30-days of the latter to occur of (i) Carmel Phase I Section 2 final plat approval, (ii) Phase I Section 2 final plat construction plan approval, (iii) construction by the CITY of an approximate 10-foot temporary access road within the dedicated easement of the South School Road but no later than two years following the Effective Date of this Agreement. In the event the City built lift station and force main required to serve any final plat section of Carmel are not completed and made available for service by the time the first homes in Carmel come on-line for occupancy, Developer shall be entitled to utilize a pump and haul temporary service, at the DEVELOPER's cost, to the CITY's wastewater treatment plant until such time as CITY wastewater service is made available.

2.3 Subdivision Project.

2.3.1 Subdivision Development West of Wilbarger Creek. CITY and DEVELOPER agree that DEVELOPER shall petition annexation of the land described in Exhibit A within 30-days of execution of this Development Agreement and such land will be developed as a residential subdivision and zoned consistent with the conceptual land use plan attached hereto as Exhibit F. Application for zoning of the property will be initiated by the DEVELOPER concurrently with the annexation petition or within 30 days of annexation of the property by the CITY. The subdivision development shall be reviewed and approved by the CITY in accordance with all applicable provisions of the Unified Development Code ("UDC") as amended from time to time, with the following exceptions: the CITY agrees that all parkland dedication requirements shall be satisfied by dedication of parkland in the approximate location and acreage amounts as described in the City Land Plan (Exhibit K); the CITY agrees to reduce the parkland development fee to \$124.00 per lot, as outlined in Exhibit M, in order to provide a credit towards the additional land dedicated to the CITY, including floodplain, above the parkland requirement, and provide credit towards construction of approximately 2.0-2.4 miles of trails by the DEVELOPER throughout the development as provided for within the CITY's Trails Master Plan and as shown in Exhibit G. Trails as shown in Exhibit G shall be constructed by the developer with each adjacent subdivision phase. If a trail is adjacent to two subdivision phases the trail will be constructed with the first phase under construction. All land proposed for dedication within the proposed IN CITY MUD (Exhibit A) shall be dedicated to the CITY by the DEVELOPER prior to submitting a final plat for any property located within the proposed IN CITY MUD (Exhibit A) in addition to approximately 34.2 acres of land, outlined in Exhibit L, adjacent to CITY land that will be dedicated to the CITY prior to approval of the first preliminary plan for the In

CITY MUD and the approximately 44.0 acres adjacent to existing CITY land, as shown in EXHIBIT L-1 that will be dedicated prior to December 31, 2016. DEVELOPER acknowledges that credit for any improvements constructed by the DEVELOPER utilizing the parkland development fee will be constructed within land dedicated to the CITY and the DEVELOPER will not receive credit for any park improvements constructed on private land. .

2.3.2 Subdivision Development East of Wilbarger Creek. CITY and DEVELOPER agree that the land described in Exhibit B shall be developed as a residential subdivision consistent with the Master Land Plan attached hereto as Exhibit F, as the same may be amended by the Parties pursuant to the terms of a Consent Agreement, to creation of an out-of-city MUD (ETJ MUD), which CITY agrees to adopt with specific terms as may be negotiated therein between the parties. The CITY agrees that it will not annex any portion of the Exhibit B described land area without the consent of DEVELOPER during the terms of this Agreement. If DEVELOPER seeks municipal water service from CITY, DEVELOPER may seek annexation by petition and develop the property as an In-CITY MUD pursuant to the MUD Consent Agreement. The subdivision development shall be reviewed and approved by the CITY in accordance with all applicable zoning provisions of the Unified Development Code (“UDC”) as amended from time to time and in accordance with the development designations as provided for in Exhibit F, with the following exceptions: the CITY agrees that all parkland dedication requirements shall be satisfied by dedication of parkland in the approximate location and acreage amounts as described in the City Land Plan, Exhibit K; the CITY agrees to reduce the parkland development fee to \$124.00 per lot, as outlined in Exhibit M, in order to provide a credit towards the additional land dedicated to the CITY, including floodplain, above the parkland requirement, and provide credit towards construction of approximately 2.0 - 2.4 miles of trails by the DEVELOPER throughout the development as provided for within the CITY’s Trails Master Plan and as shown in Exhibit G. Trails as shown in Exhibit G shall be constructed by the developer with each adjacent subdivision phase. If a trail is adjacent to two subdivision phases the trail will be constructed with the first phase under construction. All land proposed for dedication within the proposed ETJ MUD (Exhibit B) shall be dedicated to the CITY by the DEVELOPER prior to approval of the final plat for the 300th lot east of Wilbarger Creek with the exception of approximately 34.2 acres adjacent to existing CITY land, as shown in EXHIBIT L, that will be dedicated prior to approval of the first preliminary plan within the IN CITY MUD and the approximately 44.0 acres adjacent to existing CITY land, as shown in EXHIBIT L-1 that will be dedicated prior to December 31, 2016. DEVELOPER acknowledges that credit for any improvements constructed utilizing the parkland development fee will be constructed within land dedicated to the CITY and the DEVELOPER will not receive credit for any park improvements constructed on private land.

ARTICLE III – MISCELLANEOUS

3.1 Annexation. The Parties agree that within 30-days of the effective date of this Development Agreement, DEVELOPER will petition annexation of the property described in Exhibit A attached hereto and CITY agrees it will adopt a consent agreement

ordinance for the creation of an In-CITY MUD on the property described in Exhibit A forthwith after said annexation. The Parties further agree that the CITY will not annex the DEVELOPER property described in Exhibit B attached hereto without the consent of DEVELOPER for the duration of this Development Agreement as referenced in Section 2.3.2 and will not object to the creation of a MUD in this CITY ETJ land area.

3.2 Naming Rights. CITY agrees that it will allow DEVELOPER to name the South School Road as long as the DEVELOPER follows the standards for naming of roads as approved by the CITY. CITY and DEVELOPER agree PfISD will have first naming rights on the North School Road as long as PfISD follows the standards for naming of roads as approved by the CITY.

3.3 Assignment by DEVELOPER. DEVELOPER's rights and obligations under this Agreement may be assigned by DEVELOPER, to one or more purchasers of all or any portion of the Property. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the portion of the Property sold and obligations assigned.

3.4 Term. This Agreement shall be binding upon the Parties, their successors and assigns, and shall be effective for a term commencing on the Effective Date and continuing for period of fifteen (15) years, unless renewed and extended by mutual agreement of the Parties in accordance with Chapter 212, Sub-Chapter G, Local Government Code or the property is annexed.

3.5 Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (3) days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement. In the event of a non-cured default, the non-defaulting party shall have all rights and remedies available under applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement, or to enforce the defaulting party's obligations under this Agreement by specific performance.

3.6 Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover necessary and reasonable attorneys' fees from the other party. The amount of fees recoverable under this paragraph may be set by the court in the trial of the underlying action or may be enforced in a separate action brought for that purpose, and any fees recovered shall be in addition to any other relief that may be awarded

3.7 Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notice by nationally recognized overnight delivery carrier or by registered or certified mail, return receipt requested, to the address set forth below, Notice shall be deemed given and received (a) if hand delivered, when delivered in person to the address set forth

hereinafter for the party to whom notice is given, (b) if mailed, upon the expiration of two (2) business days after having been placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party to whom notice is being given at the address hereinafter specified, or (c) upon one (1) business day after being deposited on a paid basis with a nationally recognized overnight delivery carrier.

Any notice mailed to the CITY shall be addressed to:

City Manager
City of Pflugerville
P.O. Box 589
Pflugerville, Texas 78691-0589

With a copy to:

George Hyde
Denton, Navarro, Rocha, Bernal, Hyde & Zech, P.C.
2500 W. William Cannon
Austin, Texas 78745

Any notice mailed to CE DEVELOPMENT, Inc. shall be addressed to:

John S. Lloyd
4720-4 Rockcliff Road
Austin, Texas 78746

With copy to:

Terrence L. Irion
1250 S. Capital of Texas Hwy.
Bldg. 3, Suite 601
Austin, Texas 78746

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

3.8 Chapter 38 Local Contract Compliance. DEVELOPER attests by entering into this agreement that it is fully eligible to contract with the CITY and consents to the conditions related thereto adopted by and as amended by the City of Pflugerville, Texas in Chapter 38 of its Code of Ordinances as applicable.

3.9 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.

3.10 Severability. If any sentence, section, subsection, clause, phrase, part or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the agreement as a whole, or any part thereof, other than the part declared to be invalid.

3.11 Authority for Execution. The CITY certifies, represents and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with CITY ordinances and other applicable legal requirements. DEVELOPER certifies, represents and warrants that the execution of this Agreement has been duly authorized.

3.12 Time of the Essence. Time is of the essence in the performance of this Agreement.

3.13 No Third Party Beneficiary. This Agreement inures to the benefit of and obligates only the CITY and DEVELOPER. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The CITY and DEVELOPER will cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release of other consideration under this Agreement.

3.14 Relationship. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the Parties.

3.15 Exhibits. The following Exhibits are incorporated herein by reference and made a part of this Agreement for all purposes.

Exhibit A – MUD 22 (Proposed In CITY MUD) Property Description

Exhibit B – MUD 23 (Proposed ETJ MUD) Property Description

Exhibit C – North School Road Cross Section

Exhibit D – South School Road Cross Section

Exhibit E – Arterial and Collector Roadway Alignments

Exhibit F– Master Land Plan

Exhibit G – Trails

Exhibit H – PfISD and CITY Development Agreement

Exhibit I – PfISD and DEVELOPER Agreement

Exhibit J – Melber Lane

Exhibit K – City Land Plan

Exhibit L – Land for Immediate Dedication to the CITY

Exhibit L-1 – Land for Dedication to the CITY prior to December 31, 2016

Exhibit M – Parkland Development Fee Credit Methodology

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date of the last party to sign.

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,
A Texas home-rule municipality

By: [Signature] Date: 10-19-15
Jeff Coleman, Mayor

ATTEST:

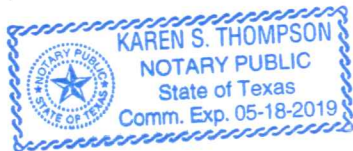
[Signature] Date: 10-19-15
Karen Thompson, City Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 19, 2015, by Jeff Coleman, Mayor of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

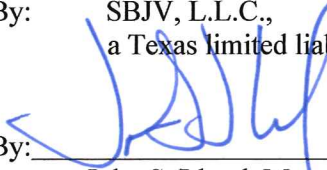
[Signature]
Notary Public – State of Texas

(seal)

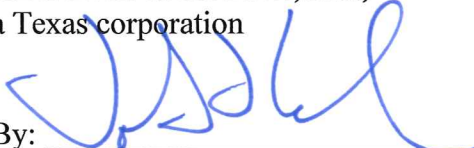


DEVELOPER:

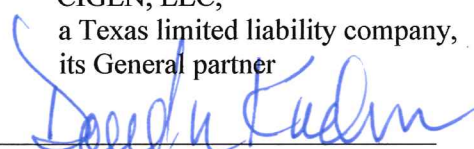
Current Owners

SBJV INVESTMENTS, LTD., a Texas limited partnership
By: SBJV, L.L.C.,
a Texas limited liability company
By: 
John S. Lloyd, Manager
Date: 10/9/15

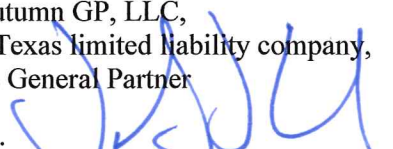
Owner/Optionee

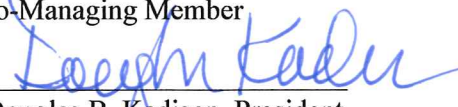
CE DEVELOPMENT, Inc.,
a Texas corporation
By: 
John S. Lloyd, President
Date: 10/9/15

130 CACTUS INVESTMENTS, L.P.,
a Texas limited partnership

By: CIGEN, LLC,
a Texas limited liability company,
its General partner
By: 
Douglas Kadison, Manager
Date: 10/9/15

ARP AUTUMN RIDGE PARTNERS, LP,
a Texas limited partnership

By: Autumn GP, LLC,
a Texas limited liability company,
its General Partner
By: 
John S. Lloyd, Co-Managing Member
Date: 10/9/15

By: Mopac Financial, Inc.,
a Texas corporation,
its Co-Managing Member
By: 
Douglas B. Kadison, President
Date: 10/9/15

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 9, 2015, by John S. Lloyd, President of CE DEVELOPMENT, Inc., a Texas corporation, on behalf of said entity.

[Handwritten Signature]

Notary Public Signature

(seal)



STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 9, 2015, by John S. Lloyd, SBJV, LLC, a Texas limited liability company, general partner to SBJV Investments, Ltd., a Texas limited partnership by, on behalf of said entity.

[Handwritten Signature]

Notary Public Signature

(seal)



STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 9, 2015, by Douglas Kadison, Manager of CIGEN, LLC, a Texas limited liability company general partner to 130 Cactus Investments, L.P., a Texas limited partnership, on behalf of said entity.

[Handwritten Signature]

Notary Public Signature

(seal)



STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 9, 2015, by John S. Lloyd, Co-Managing Member of ARP GRP, LLC, a Texas limited liability company general partner to ARP Autumn Ridge Partners, L.P. on behalf of said entity.

[Handwritten Signature]

Notary Public Signature

(seal)



STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 9, 2015, by Douglas B. Kadison, President, Mopac Financial Inc., a Texas corporation, Co-Managing Member to ARP Autumn Ridge Partners, L.P. on behalf of said entity.

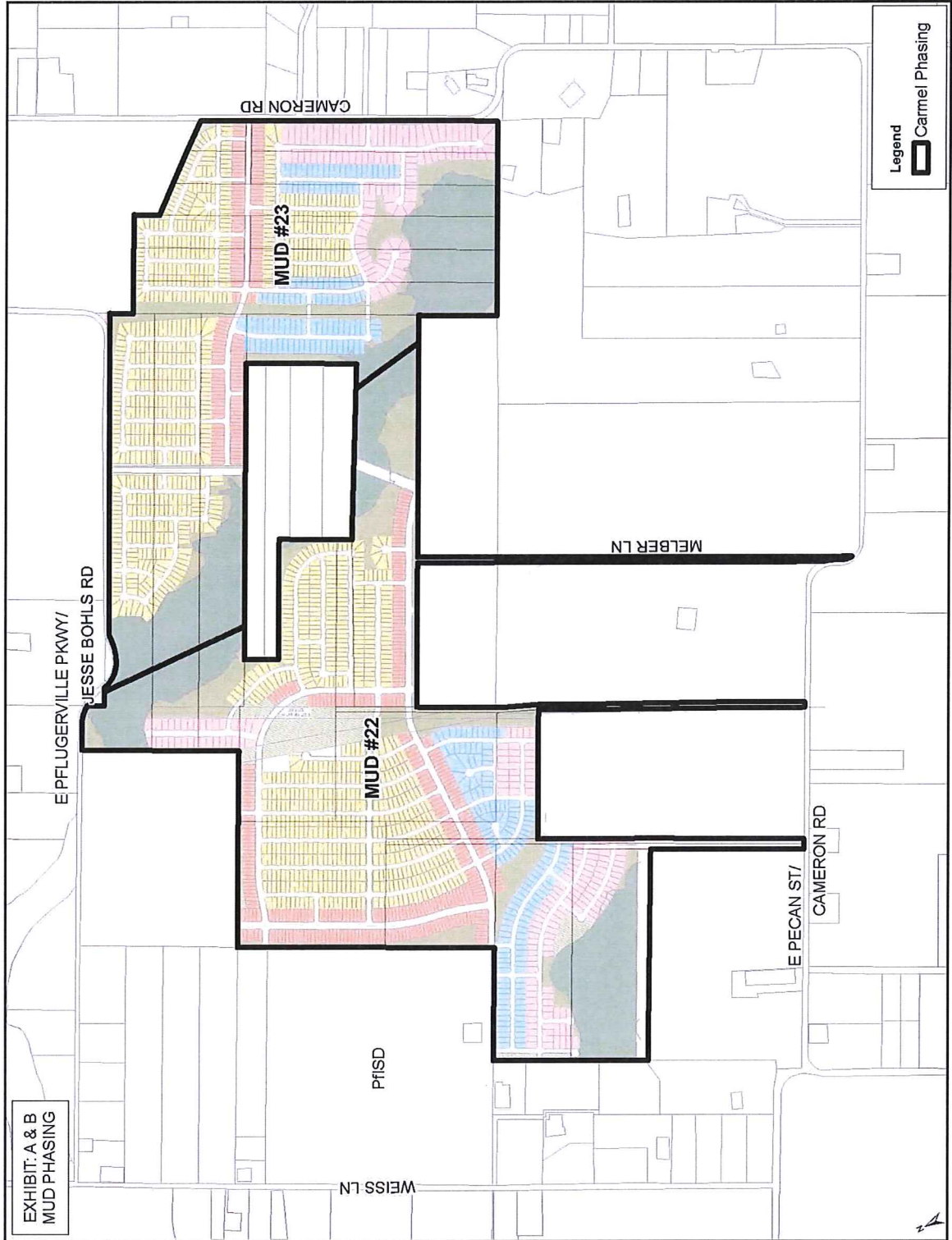


Notary Public Signature

(seal)



Exhibit A – MUD 22 (Proposed In CITY MUD) Property Description

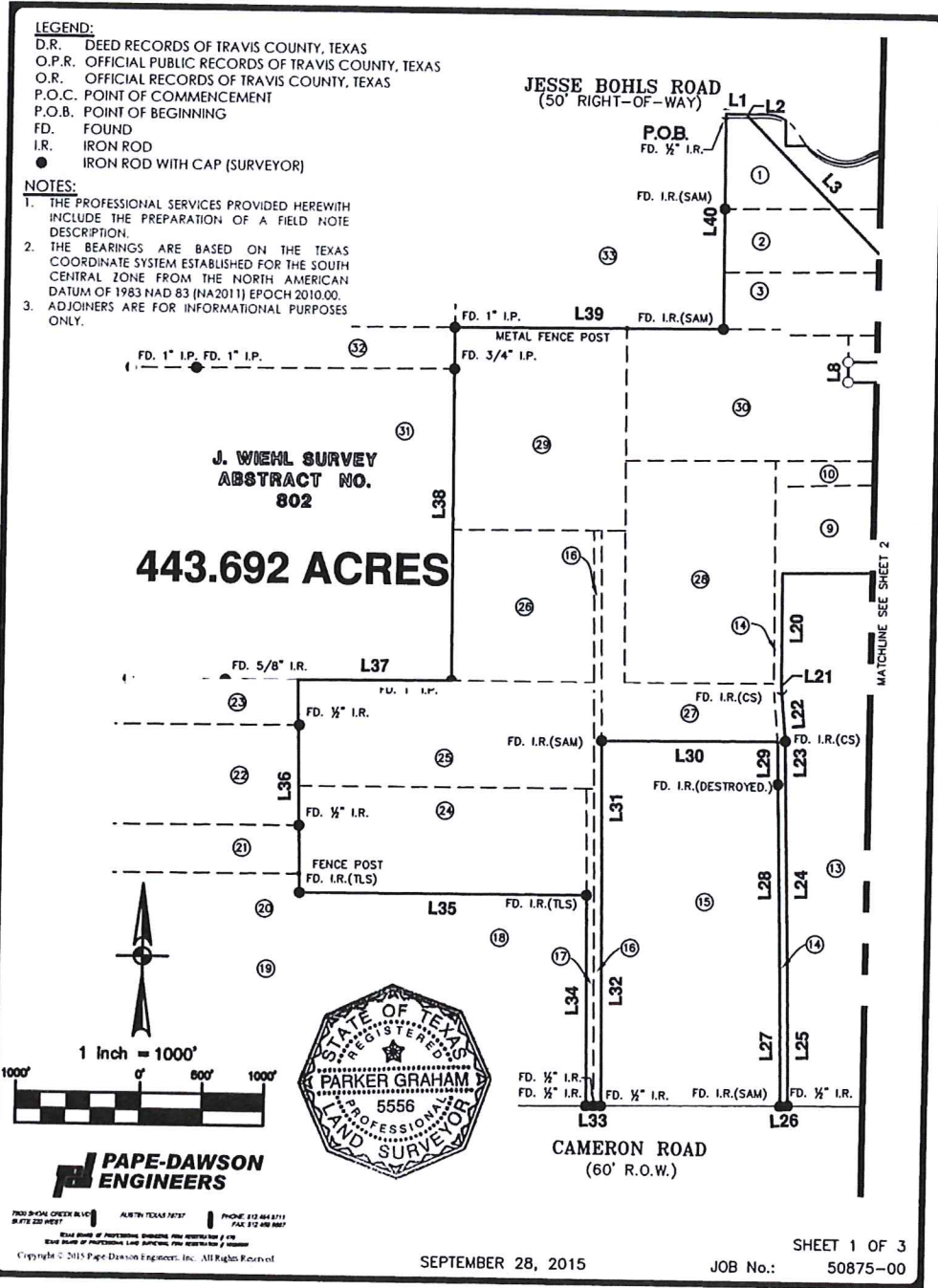


LEGEND:

- D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- O.R. OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- FD. FOUND
- I.R. IRON ROD
- IRON ROD WITH CAP (SURVEYOR)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 HAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS ARE FOR INFORMATIONAL PURPOSES ONLY.

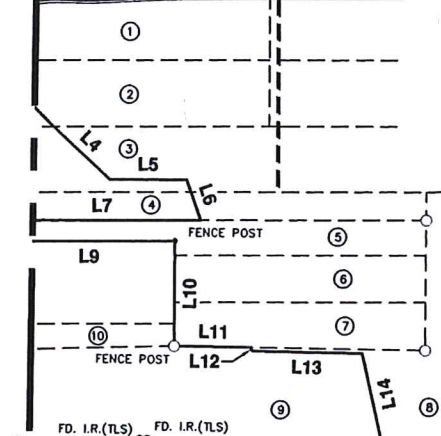


Date: Sep 30, 2015, 6:05am, User: S. V. ...
 File: N:\Survey\GIS\50875-00\Caddata\250875-00_443.692.dwg

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**J. LEISSE SURVEY
ABSTRACT NO.
406**

**JESSE BOHLS ROAD
(50' RIGHT-OF-WAY)**



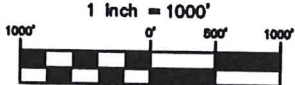
LINE TABLE		
LINE	BEARING	LENGTH
L1	S62°16'50"E	174.49'
L2	S27°45'19"W	14.34'
L3	S16°36'55"E	1731.52'
L4	S19°40'52"E	605.67'
L5	S62°27'52"E	595.82'
L6	S07°56'38"W	329.77'
L7	N62°45'50"W	1524.30'
L8	S27°14'10"W	161.08'
L9	S62°45'50"E	1326.26'
L10	S27°31'48"W	804.67'
L11	S61°46'00"E	592.54'
L12	S01°56'44"W	30.30'
L13	S61°32'27"E	842.79'
L14	S14°48'04"W	684.03'
L15	N62°54'30"W	1800.80'
L16	S26°59'02"W	4798.60'
L17	N25°59'36"E	56.03'
L18	N26°58'50"E	4465.93'
L19	N62°55'06"W	1573.77'
L20	S27°23'02"W	884.60'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S27°22'26"W	48.74'
L22	S22°39'01"W	418.95'
L23	S26°43'14"W	346.00'
L24	S26°22'50"W	1615.52'
L25	S26°53'42"W	967.28'
L26	N65°30'00"W	60.00'
L27	N26°53'48"E	967.51'
L28	N26°22'56"E	1617.32'
L29	N26°42'03"E	344.23'
L30	N62°33'32"W	1418.56'
L31	S26°58'45"W	1088.82'
L32	S27°13'21"W	1842.71'
L33	N62°34'54"W	119.94'
L34	N27°13'49"E	1689.95'
L35	N62°15'52"W	2325.15'
L36	N26°42'22"E	1709.57'
L37	S62°26'30"E	1243.34'
L38	N27°32'01"E	2838.51'
L39	S62°29'37"E	2157.26'
L40	N27°30'34"E	1729.37'

443.692 ACRES

**W. CALDWELL
SURVEY
ABSTRACT NO.
162**

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	262.41'	36°20'04"	N13°05'34"E	163.63'	166.41'
C2	404.11'	17°01'30"	N17°34'48"E	119.64'	120.08'



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ENGINEERS**

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SEPTEMBER 28, 2015

SHEET 2 OF 3
 JOB No.: 50875-00

Date: Sep 30, 2015, 6:05pm User: J. Leisse
 File: J:\Survey\CH4\50875-00\Landata\LD50875-00_443.692.dwg

- | | | | |
|---|--|---|--|
| ① | OLIN MAHLOW & JOYLENE MAHLOW BEHRENS
CALLED 111.77 ACRES (FIRST TRACT)
DOCUMENT NO. 2007104162
O.P.R. | ⑮ | LANIER C. BOHLS AND WIFE, JANET R. BOHLS
CALLED 104 ACRES SECOND TRACT
SAVE AND EXCEPT 5.00 ACRES)
VOLUME 12820, PAGE 18466
R.P.R.T.C. |
| ② | 130 CACTUS INVESTMENTS, LP
CALLED 35.758 ACRES (TRACT 2A)
DOCUMENT NO. 2009093048
O.P.R. | ⑰ | CHARLES A. SCHNABEL AND WIFE,
NADINE L. SCHNABEL
CALLED 17.76 ACRE TRACT
VOLUME 7087, PAGE 1478
D.R.T.C. |
| ③ | 130 CACTUS INVESTMENTS, LP
CALLED 35.540 ACRES (TRACT 1)
DOCUMENT NO. 2007104161
O.P.R. | ⑳ | RONALD P. MCDAVID
CALLED 5.149 ACRE TRACT (TRACT II)
DOCUMENT NO. 2000102735
R.P.R.T.C. |
| ④ | ARP AUTUMN RIDGE PARTNERS, LP
CALLED 16.747 ACRES (TRACT 1)
DOCUMENT NO. 2007100730
O.P.R. | ㉑ | RONALD P. MCDAVID
A CALLED 3.750 ACRE TRACT (TRACT I)
DOCUMENT NO. 2000102735
R.P.R.T.C. |
| ⑤ | AUGUST KUHN ESTATE
CALLED 16.925 ACRES (TRACT 2)
DOCUMENT NO. 2012081067
O.P.R. | ㉒ | VETERANS' LAND BOARD
(10.40 ACRES)
VOLUME 5329, PAGE 193
D.R.T.C. |
| ⑥ | AUGUST KUHN ESTATE
CALLED 15.987 ACRES (TRACT 2)
DOCUMENT NO. 2012081067
O.P.R. | ㉓ | C. J. KING AND WIFE, IRENE KING
(5.00 ACRES)
VOLUME 5426, PAGE 1856
D.R.T.C. |
| ⑦ | AUGUST KUHN ESTATE
CALLED 15.823 ACRES (TRACT 3)
DOCUMENT NO. 2012081067
O.P.R. | ㉔ | 130 CACTUS INVESTMENTS, LP
CALLED 45.880 ACRES
DOCUMENT NO. 2008059998
O.P.R. |
| ⑧ | ARP AUTUMN RIDGE PARTNERS, LP
CALLED 85 ACRES (TRACT 1)
DOCUMENT NO. 2007114908
O.P.R. | ㉕ | ARP AUTUMN RIDGE PARTNERS, LP
CALLED 48.615 ACRES (TRACT 1)
DOCUMENT NO. 2007059997
O.P.R. |
| ⑨ | ARP AUTUMN RIDGE PARTNERS, LP
CALLED 85 ACRES (TRACT 1)
DOCUMENT NO. 2007114908
O.P.R. | ㉖ | 130 CACTUS INVESTMENTS, LP
CALLED 31.782 ACRES (TRACT 2A)
DOCUMENT NO. 2008121344
O.P.R. |
| ⑩ | 130 CACTUS INVESTMENTS, LP
CALLED 7.94 ACRES (TRACT 2B)
DOCUMENT NO. 2009089987
O.P.R. | ㉗ | 130 CACTUS INVESTMENTS, LP
CALLED 20.287 ACRES (TRACT 2B)
DOCUMENT NO. 2008121344
O.P.R. |
| ⑪ | CALLED 161.3 ACRE TRACT (SECOND TRACT)
ROSA PFLUGER ET AL
VOL. 930, PG. 61 D.R.T.C. | ㉘ | 130 CACTUS INVESTMENTS, LP
CALLED 49.42 ACRES (TRACT 2A)
DOCUMENT NO. 2009089987
O.P.R. |
| ⑫ | ARP AUTUMN RIDGE PARTNERS, LP
CALLED 6.43 ACRES (ACCESS TRACT)
DOCUMENT NO. 2007114908
O.P.R. | ㉙ | CALLED 89.65 ACRE TRACT
(SECOND TRACT)
HENRY KUEMPEL
VOL. 317, PG. 124 D.R.T.C. |
| ⑬ | CALLED 125.15 ACRE TRACT (FIRST TRACT)
WINNIE MAE MURCHISON ET AL
VOL. 4796, PG. 1140 D.R.T.C. | ㉚ | ARP AUTUMN RIDGE PARTNERS, LP
CALLED 62.00 ACRES (TRACT 1)
DOCUMENT NO. 20070059998
O.P.R. |
| ⑭ | ARP AUTUMN RIDGE PARTNERS, LP
CALLED 7.140 ACRES (TRACT 2)
DOCUMENT NO. 20070059998
O.P.R. | ㉛ | THEODORE TIMMERMAN
CALLED 150.00 ACRE TRACT
VOL. 4232, PG. 2153 R.P.R. |
| ⑮ | CALLED 118.16 ACRE TRACT
(FIRST TRACT)
HENRY KUEMPEL
VOL. 317, PG. 124 D.R.T.C. | ㉜ | 10.00 AC
IRBY M. FORD
VOL. 12317, PG. 572
R.P.R.T.C. |
| ⑯ | ARP AUTUMN RIDGE PARTNERS, LP
CALLED 6.365 ACRES (TRACT 2)
DOCUMENT NO. 2007065360
O.P.R. | ㉝ | NORMOAN WEISS, ET. UX.
CALLED 86.5 ACRE TRACT
VOL. 3431, PG. 2019 D.R. |



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SEPTEMBER 28, 2015

SHEET 3 OF 3
JOB No.: 50875-00



FIELD NOTES

FOR

A 443.692 ACRE TRACT OF LAND SITUATED IN THE J. LEISSE SURVEY, ABSTRACT NO. 496, SITUATED IN THE J. WIEHL SURVEY, ABSTRACT NO. 802, AND SITUATED IN THE W. CALDWELL SURVEY, ABSTRACT NO. 162 BEING A PORTION OF A CALLED 111.77 ACRE TRACT (FIRST TRACT) CONVEYED TO OLIN MAHLOW & JOYLENE MAHLOW BEHRENS RECORDED IN DOCUMENT NO. 20071041622 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 35.758 ACRE TRACT (TRACT 2A) CONVEYED TO 130 CACTUS INVESTMENTS, LP RECORDED IN DOCUMENT NO. 2009093048 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 35.540 ACRE TRACT (TRACT 1) CONVEYED TO 130 CACTUS INVESTMENTS, LP RECORDED IN DOCUMENT NO. 2007104161 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 16.747 ACRE TRACT (TRACT 1) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007100730 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 62.00 ACRE TRACT (TRACT 1) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 20070059998 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 7.94 ACRE TRACT CONVEYED TO 130 CACTUS INVESTMENTS, LP RECORDED IN DOCUMENT NO. 2009089987 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 85 ACRE TRACT (TRACT 1) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007114908 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 6.43 ACRE TRACT (ACCESS TRACT) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007114908 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 7.140 ACRE TRACT (TRACT 2) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 20070059998 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 6.365 ACRE TRACT (TRACT 2) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007065360 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 45.680 ACRE TRACT CONVEYED TO 130 CACTUS INVESTMENTS, LP RECORDED IN DOCUMENT NO. 2008059998 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 46.615 ACRE TRACT (TRACT 1) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 200759997 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 20.287 ACRE TRACT CONVEYED TO 130 CACTUS INVESTMENTS, LP RECORDED IN DOCUMENT NO. 2008121344 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 3.507

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ACRE TRACT (TRACT 2) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007059997 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 49.42 ACRE TRACT (TRACT 2A) CONVEYED TO 130 CACTUS INVESTMENTS, LP RECORDED IN DOCUMENT NO. 2009089987 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING ALL OF A CALLED 31.782 ACRE TRACT (TRACT 2A) CONVEYED TO 130 CACTUS INVESTMENTS RECORDED IN DOCUMENT NO. 2008121344 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 443.692 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a found ½" iron rod being the northwest corner of said 111.77 acre tract, same being the northeast corner of a called 86.5 acre tract conveyed to Normoan Weiss. Et. Ux. recorded in Volume 3431, Page 2019 of the Deed Records of Travis County, Texas, also being a point in the south right of way line of Jesse Bohls Road, a 50' right of way;

THENCE S 62°16'50" E, with the north line of said 111.77 acre tract, same being the south right of way line of said Jesse Bohls Road, a distance of **174.49 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set;

THENCE departing the south right of way line of said Jesse Bohls Road, through the interior of said 111.77 acre tract (First Tract), said 35.758 acre tract (Tract 2A), said 35.540 acre tract (Tract 1) and said 16.747 acre tract (Tract 1) the following five (5) courses and distances:

1. **S 27°45'19" W**, a distance of **14.34 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
2. **S 16°36'55" E**, a distance of **1731.52 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
3. **S 19°40'52" E**, a distance of **605.67 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
4. **S 62°27'52" E**, a distance of **595.82 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set and,
5. **S 07°56'38" W**, a distance of **329.77 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the north line of a called 16.925 acre tract (Tract 2) conveyed to August Kuhn Estate recorded in Document No. 2012081067 of the Official Public Records of Travis County, Texas,



THENCE N 62°45'50" W, with the north line of said 16.925 acre tract (Tract 2), a distance of **1524.30 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set;

THENCE S 27°14'10" W, with the west line of said 16.925 acre tract (Tract 2), a distance of **161.08 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set;

THENCE S 62°45'50" E, with a south line of said 16.925 acre tract (Tract 2), a distance of **1326.26 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set;

THENCE S 27°31'48" W, in part with a west line of said 16.925 acre tract, the west line of a called 15.967 acre tract (Tract 2) and the west line of a called 15.623 acre tract (Tract 3) both conveyed to August Kuhn Estate in Document No. 2012081067 of the Official Public Records of Travis County, Texas, a distance of **804.67 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set being the southwest corner of said 15.623 acre tract (Tract 3) and a point in the north line of the aforementioned 85 acre tract (Tract 1)

THENCE S 61°46'00" E, with the south line of said 15.623 acre tract (Tract 3) and the north line of said 85 acre tract (Tract 1), a distance of **592.54 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set;

THENCE departing the south line of said 15.623 acre tract (Tract 3), through the interior of said 85 acre tract (Tract 1) the following three (3) courses and distances:

1. **S 01°56'44" W**, a distance of **30.30 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
2. **S 61°32'27" E**, a distance of **842.79 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set and,
3. **S 14°48'04" W**, a distance of **684.03 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the south line of said 85 acre tract (Tract 1), same being the north line of a called 161.3 acre tract (Tract 6) conveyed to Rosa Pfluger Et. Al in Volume 930, Page 61 of the Deed Records of Travis County, Texas,

THENCE N 62°54'30" W, with the south line of said 85 acre tract (Tract 1), same being the north line of said 161.3 acre tract, a distance of **1800.80 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set being the northwest corner of said 161.3 acre tract (Tract 6), same being the northeast corner of the aforementioned 6.43 acre tract (Access Tract), also being a point in the south line of said 85 acre tract (Tract 1);



THENCE S 26°59'02" W, with the east line of said 6.43 acre tract (Access Tract), same being the west line of said 161.3 acre tract, a distance of **4798.60 feet** to a, iron rod with cap marked "CS LTD" found for the southwest corner of said 161.3 acre tract (Tract 6), same being the southernmost corner of said 6.43 acre tract (Access Tract), also being a point in the north right of way line of Cameron Road, a 60' right of way and point of non-tangent curvature;

THENCE with the west line of said 6.43 acre tract (Access Tract), same being the east right of way line of said Cameron Road the following three (3) courses and distances:

1. along the arc of said curve to the right, having a **radius of 262.41 feet**, a **central angle of 36°20'04"**, a **chord bearing and distance of N 13°05'34" E, 163.63 feet**, an **arc length of 166.41 feet** to an iron rod with cap marked "CS LTD" found and point of tangency,
2. **N 25°59'36" E**, a distance of **56.03 feet** to a ½" iron rod with illegible cap found, a point of non-tangent curvature and,
3. along the arc of said curve to the left, having a **radius of 404.11 feet**, a **central angle of 17°01'30"**, a **chord bearing and distance of N 17°34'48" E, 119.64 feet**, an **arc length of 120.08 feet** to an iron rod with cap marked "CS LTD" found being a point in the west line of said 6.43 acre tract, same being a point in the north right of way line of said Cameron Road, also being the southeast corner of a called 125.15 acre tract (Tract 3) conveyed to Winnie Mae Murchison Et. Al. recorded in Volume 4796, Page 1140 of the Deed Records of Travis County, Texas,

THENCE N 26°58'50" E, with the west line of said 6.43 acre tract (Access Tract), same being the east line of said 125.15 acre tract (Tract 3), a **distance of 4465.93 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set being the northwest corner of said 6.43 acre tract (Access Tract), same being the northeast corner of said 125.15 acre tract (Tract 3), also being a point in the south line of said 85 acre tract (Tract 1);

THENCE N 62°55'06" W, with the north line of said 125.15 acre tract (Tract 3), same being the south line of said 85 acre tract, a distance of **1573.77 feet** to a iron rod with cap marked "Walker & Partners" found being the southwest corner of said 85 acre tract (Tract 1), same being the northwest corner of said 125.15 acre tract (Tract 3), also being a point in the east line of the aforementioned 7.140 acre tract (Tract 2);

THENCE with the west line of said 125.15 acre tract (Tract 3), same being the east line of said 7.140 acre tract (Tract 2) the following six (6) courses and distances:

1. **S 27°23'02" W**, a distance of **884.60 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,



2. **S 27°22'26" W**, a distance of **48.74 feet** to an iron rod with cap marked "CS LTD" found,
3. **S 22°39'01" W**, a distance of **418.95 feet** to an iron rod with cap marked "CS LTD" found,
4. **S 26°43'14" W**, a distance of **346.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
5. **S 26°22'50" W**, a distance of **1615.52 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set and,
6. **S 26°53'42" W**, a distance of **967.28 feet** to a ½" iron rod found being the southwest corner of said 125.151 acre tract (Tract 3), same being the southeast corner of said 7.140 acre tract (Tract 2), also being a point in the north right of way line of said Cameron Road;

THENCE N 65°30'00" W, with the south line of said 7.140 acre tract (Tract 2), also being the north right of way line of said Cameron Road, a distance of **60.00 feet** to a iron rod with cap marked "Sam Inc." found being the southwest corner of said 7.140 acre tract (Tract 2), same being a point in the north right of way line of said Cameron Road, also being the southeast corner of a called 118.16 acre tract (Tract 2) conveyed to Henry Kuempel recorded in Volume 317, Page 124 of the Deed Records of Travis County, Texas;

THENCE departing the north right of way line of said Cameron Road, with the west line of said 7.140 acre tract (Tract 2), same being the east line of said 118.16 acre tract (Tract 2) the following three (3) courses and distances:

1. **N 26°53'48" E**, a distance of **967.51 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
2. **N 26°22'56" E**, a distance of **1617.33 feet** to a iron rod with destroyed cap found and,
3. **N 26°42'03" E**, a distance of **344.23 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set being the northeast corner of said 118.16 acre tract (Tract 2), same being a point in the west line of said 7.140 acre tract (Tract 2), also being the southeast corner of the aforementioned 20.287 acre tract (Tract 2B);

THENCE N 62°33'32" W, with the south line of said 20.287 acre tract (Tract 2B), same being the north line of said 118.16 acre tract (Tract 2), a distance of **1418.56 feet** to an iron rod with cap marked "Sam Inc." found for the southwest corner of said 20.287 acre tract (Tract 2B), same being the northwest corner of said 118.16 acre tract (Tract 2), also being a point in the east line of the aforementioned 6.365 acre tract (Tract 2);



THENCE with the west line of said 118.16 acre tract (Tract 2), same being the east line of said 6.365 acre tract the following two (2) courses and distances:

1. **S 26°58'45" W**, a distance of **1088.82 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set and,
2. **S 27°13'21" W**, a distance of **1842.71 feet** to a ½" iron rod found being the southwest corner of said 118.16 acre tract (Tract 2), same being the southeast corner of said 6.365 acre tract (Tract 2), also being a point in the north right of way line of said Cameron Road;

THENCE N 62°34'54" W, with the south line of said 6.365 acre tract (Tract 2), same being the north right of way line of said Cameron Road, a distance of **119.94 feet** to a ½" iron rod found being the southwest corner of said 6.365 acre tract (Tract 2), same being a point in the north line of said Cameron Road, also being the southeast corner of a called 104 acre tract (Tract 1) conveyed to Lanier C. Hohls and Wife, Janet R. Bohls recorded in Volume 12820, Page 18466 of the Real Property Records of Travis County, Texas;

THENCE N 27°13'49" E, with the west line of said 6.365 acre tract (Tract 2), same being the east line of said 104 acre tract (Tract 1), a distance of **1689.95 feet** to an iron rod with cap marked "TLS Inc." found for the northeast corner of said 104 acre tract (Tract 1), same being a point in the west line of said 6.365 acre tract (Tract 2), also being the southeast corner of the aforementioned 45.680 acre tract;

THENCE N 62°15'52" W, with the north line of said 104 acre tract (Tract 1), same being the south line of said 45.680 acre tract, a distance of **2325.15 feet** to an iron rod with cap marked "TLS Inc." found for the northwest corner of said 104 acre tract (Tract 1), same being the southwest corner of said 45.680 acre tract, also being a point in the east line of a called 17.78 acre tract conveyed to Charles A. Schnabel and wife Nadine L. Schnabel recorded in Volume 7087, Page 1478 of the Deed Records of Travis County, Texas;

THENCE N 26°42'22" E, with the west line of said 45.680 acre tract and the aforementioned 46.815 acre tract (Tract 1), same being the east line of said 17.78 acre tract, a called 5.149 acre tract conveyed to Ronald P. McDavid recorded in Document No. 2000102735 of the Real Property Records of Travis County, Texas, a called 3.750 acre tract conveyed to Ronald P. McDavid recorded in Document No. 2000102735 of the Real Property Records of Travis County, Texas, and a called 5.00 acre tract conveyed to C.J. King and wife Irene King recorded in Volume 5426, Page 1856 of the Deed Records of Travis County, Texas, a distance of **1709.57 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set being the northwest corner of said 46.615 acre tract (Tract 1), same being the northeast corner of said 5.00 acre tract, also being a point in the south line of a called 150.00 acre tract conveyed to Theodor Timmerman in Volume 4232, Page 2153 of the Deed Records of Travis County, Texas;



THENCE S 62°26'30" E, with the north line of said 46.615 acre tract (Tract 1), same being the south line of said 150.00 acre tract, a distance of **1243.34 feet** to a 1" iron pipe found for the southeast corner of said 150.00 acre tract, same being a point in the north line of said 46.615 acre tract (Tract 1), also being the southwest corner of the aforementioned 31.782 acre tract (Tract 2A);

THENCE N 27°32'01" E, with the east line of said 150.00 acre tract, same being the west line of said 31.782 acre tract (Tract 2A) and the aforementioned 89.65 acre tract (Tract 2), a distance of **2838.51 feet** to a 1" iron pipe found for the northwest corner of said 89.65 acre tract (Tract 2), same being the northeast corner of said 150.00 acre tract, also being the southwest corner of the aforementioned 86.5 acre tract;

THENCE S 62°29'37" E, with the south line of said 89.65 acre tract and in part the north line of the aforementioned 62.00 acre tract (Tract 1) and the south line of said 86.5 acre tract, a distance of **2157.26 feet** to an iron rod with cap marked "Sam Inc." found

THENCE N 27°30'34" E, with the east line of said 89.65 acre tract and the west line of the aforementioned 35.540 acre tract (Tract 1), the west line of the aforementioned 35.758 acre tract (Tract 2A), and the west line of the aforementioned 111.77 acre tract (First Tract), a distance of **1729.37 feet** to the **POINT OF BEGINNING** and containing 443.692 acres in Travis County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 50875-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 28, 2015
Job No.: 50790-00
DOC. ID. H:\survey\CIVIL\50875-00\Word\50875-00_443.692Ac_West.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

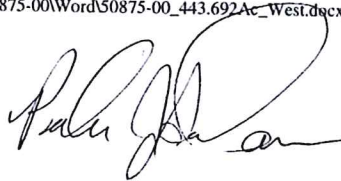
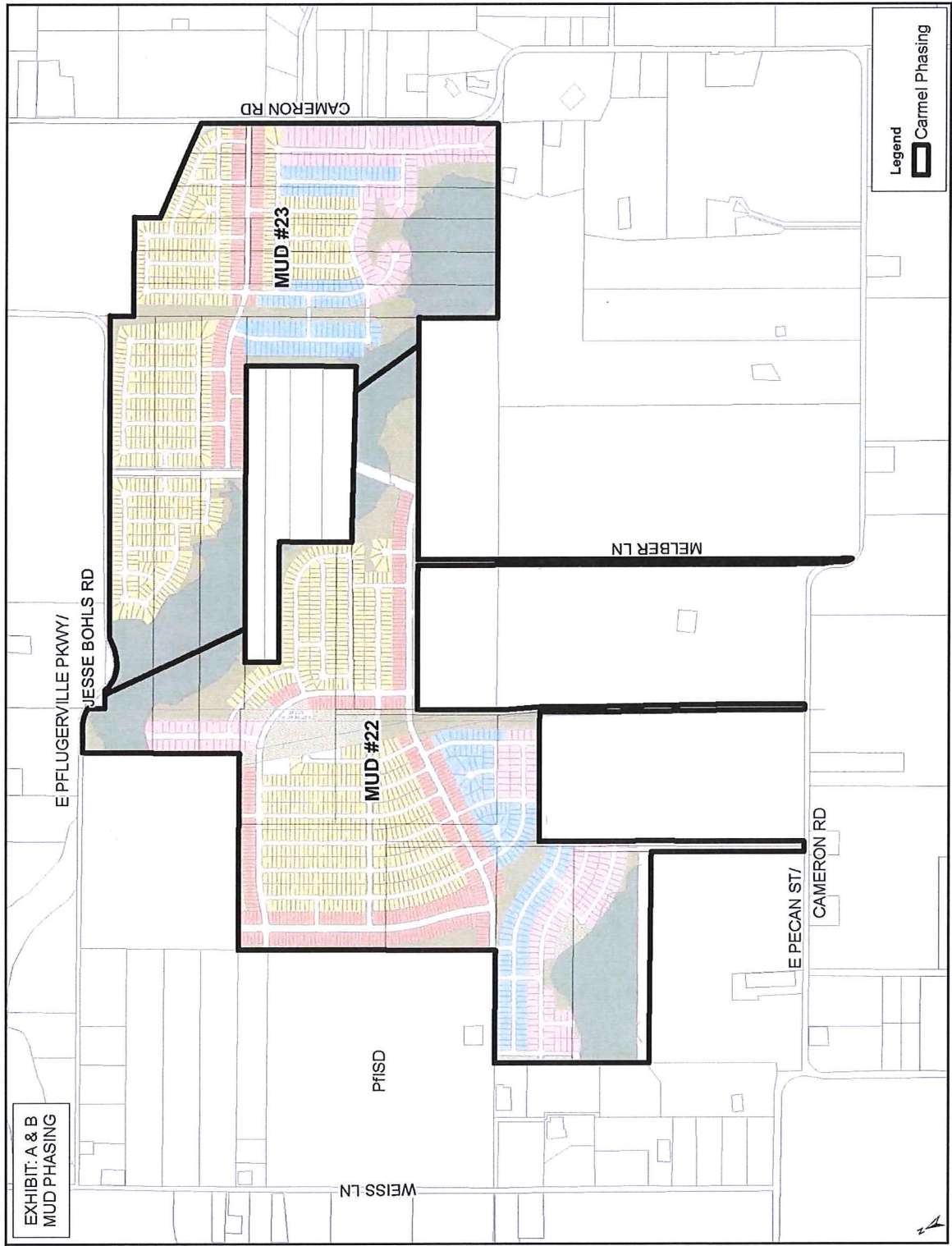
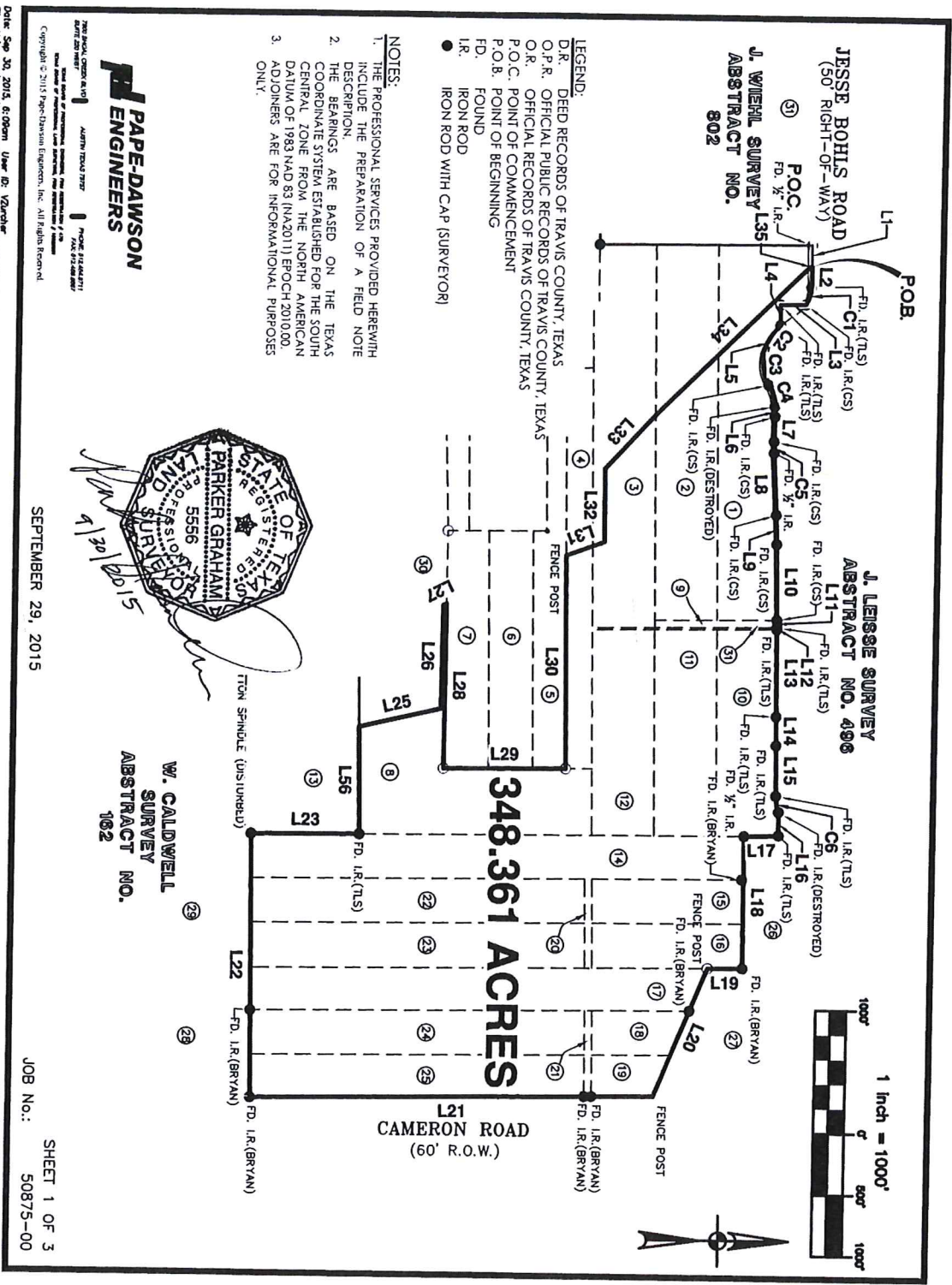


Exhibit B – MUD 23 (Proposed ETJ MUD) Property Description





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PAPE-DAWSON
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SEPTEMBER 29, 2015

JOB No.: 50875-00
SHEET 1 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	S62°16'50"E	174.49'
L2	S62°16'50"E	166.13'
L3	S27°16'47"W	205.70'
L4	S62°49'41"E	167.76'
L5	S37°26'44"E	23.90'
L6	S64°53'23"E	82.36'
L7	S60°55'23"E	203.77'
L8	S65°00'50"E	504.45'
L9	S64°03'34"E	237.95'
L10	S63°03'43"E	617.43'
L11	S63°11'33"E	59.96'
L12	S63°15'24"E	16.67'
L13	S62°32'58"E	709.94'
L14	S62°55'52"E	234.25'
L15	S62°35'19"E	410.53'
L16	S62°46'51"E	190.78'
L17	S26°07'51"W	281.20'
L18	S62°10'36"E	1075.29'

LINE TABLE		
LINE	BEARING	LENGTH
L19	S27°26'48"W	284.76'
L20	S39°34'52"E	1128.06'
L21	S27°10'44"W	3297.44'
L22	N62°32'52"W	2141.15'
L23	N27°33'51"E	883.45'
L24	N62°54'30"W	873.02'
L25	N14°48'04"E	684.03'
L26	N61°32'27"W	842.79'
L27	N01°56'44"E	30.30'
L28	S61°46'00"E	1341.23'
L29	N27°30'25"E	999.40'
L30	N62°45'50"W	1736.03'
L31	N07°56'38"E	329.77'
L32	N62°27'52"W	595.82'
L33	N19°40'52"W	605.67'
L34	N16°36'55"W	1731.52'
L35	N27°45'19"E	14.34'

CURVE TABLE				
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	282.30'	30°42'08"	S44°57'04"E	149.47'
C2	398.00'	23°49'04"	S25°32'37"E	164.28'
C3	358.00'	55°39'49"	S65°15'35"E	334.28'
C4	372.98'	28°06'53"	S79°06'37"E	181.19'
C5	1300.00'	4°08'43"	S62°56'37"E	93.28'
C6	389.00'	19°48'41"	S72°31'30"E	133.84'
				134.51'



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Date: Sep. 30, 2015, 6:08pm User: D. Yonker
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SEPTEMBER 29, 2015

JOB NO.: 50875-00 SHEET 2 OF 3

①	QUIN MANLOW & JOYCE BERRENS CALLED 161.3 ACRES (FIRST TRACT) DOCUMENT NO. 2007104182 O.P.R.	⑬	CALLED 161.3 ACRE TRACT (SECOND TRACT) ROSA PFLUGER ET AL VOL. 930, PG. 61 D.R.T.C.
②	130 CACTUS INVESTMENTS, LP CALLED 35,759 ACRES (TRACT 2A) DOCUMENT NO. 2009093048 O.P.R.	⑭	APP AUTUMN RIDGE PARTNERS, LP CALLED 33,233 ACRES (TRACT 2) DOCUMENT NO. 2007094925 O.P.R.
③	130 CACTUS INVESTMENTS, LP CALLED 35,540 ACRES (TRACT 1) DOCUMENT NO. 2007104161 O.P.R.	⑮	APP AUTUMN RIDGE PARTNERS, LP CALLED 10,107 ACRES (TRACT 4) DOCUMENT NO. 2007094925 O.P.R.
④	APP AUTUMN RIDGE PARTNERS, LP CALLED 16,747 ACRES (TRACT 1) DOCUMENT NO. 2007100730 O.P.R.	⑯	APP AUTUMN RIDGE PARTNERS, LP CALLED 10,184 ACRES (TRACT 6) DOCUMENT NO. 2007094925 O.P.R.
⑤	AUGUST KUHN ESTATE CALLED 16,825 ACRES (TRACT 2) DOCUMENT NO. 2012081067 O.P.R.	⑰	APP AUTUMN RIDGE PARTNERS, LP CALLED 29,034 ACRES (TRACT 2) DOCUMENT NO. 2007094927 O.P.R.
⑥	AUGUST KUHN ESTATE CALLED 15,967 ACRES (TRACT 2) DOCUMENT NO. 2012081067 O.P.R.	⑱	APP AUTUMN RIDGE PARTNERS, LP CALLED 12,222 ACRES (TRACT 4) DOCUMENT NO. 2007094927 O.P.R.
⑦	AUGUST KUHN ESTATE CALLED 15,623 ACRES (TRACT 3) DOCUMENT NO. 2012081067 O.P.R.	⑲	APP AUTUMN RIDGE PARTNERS, LP CALLED 4,371 ACRES (TRACT 6) DOCUMENT NO. 2007094927 O.P.R.
⑧	APP AUTUMN RIDGE PARTNERS, LP CALLED 587 ACRES (TRACT 1) DOCUMENT NO. 2007114930 O.P.R.	⑳	APP AUTUMN RIDGE PARTNERS, LP CALLED 0,997 ACRES (TRACT 1) DOCUMENT NO. 2007094925 O.P.R.
⑨	130 CACTUS INVESTMENTS, LP CALLED 13,172 ACRES (TRACT 2) DOCUMENT NO. 2007104161 O.P.R.	㉑	APP AUTUMN RIDGE PARTNERS, LP CALLED 0,958 ACRES (TRACT 1) DOCUMENT NO. 2007094927 O.P.R.
⑩	QUIN MANLOW & JOYCE BERRENS CALLED 5812 ACRES (SECOND TRACT) VOLUME 7945, PAGE 831 D.R.	㉒	APP AUTUMN RIDGE PARTNERS, LP CALLED 22,610 ACRES (TRACT 3) DOCUMENT NO. 2007094925 O.P.R.
⑪	130 CACTUS INVESTMENTS, LP CALLED 19,594 ACRES (TRACT 2B) DOCUMENT NO. 2009093048 O.P.R.	㉓	APP AUTUMN RIDGE PARTNERS, LP CALLED 22,926 ACRES (TRACT 5) DOCUMENT NO. 2007094925 O.P.R.
⑫	130 CACTUS INVESTMENTS, LP CALLED 19,336 ACRES (TRACT 2) DOCUMENT NO. 2007104161 O.P.R.	㉔	APP AUTUMN RIDGE PARTNERS, LP CALLED 22,539 ACRES (TRACT 3) DOCUMENT NO. 2007094927 O.P.R.
SEPTEMBER 29, 2015			
		㉖	APP AUTUMN RIDGE PARTNERS, LP CALLED 21,379 ACRES (TRACT 5) DOCUMENT NO. 2007094927 O.P.R.
		㉗	RAYMOND HEES CALLED 45 AC (SECOND TRACT) VOL. 7594, PG. 208 D.R.T.C.
		㉘	RAYMOND HEES CALLED 50 ACRE TRACT (FIRST TRACT) VOL. 7594, PG. 208 D.R.T.C.
		㉙	LARRY MILLS, SR. AND CHRISTINE H. MILLS CALLED 1,602 ACRE TRACT DOC. NO. 2007094925 AS DESCRIBED IN VOL. 7855, PG. 993, D.R.T.C.
		㉚	JAMES WHITELY AND WIFE CALLED 96.36 ACRES (TRACT VOL. 6373, PG. 1149 D.R.T.C.
		㉛	APP AUTUMN RIDGE PARTNERS, LP CALLED 85 ACRES (TRACT 1) DOCUMENT NO. 2007114930 O.P.R.

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EXPIRES 12/31/2015
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JOB No.: 50875-00
SHEET 3 OF 3
50875-00

Print: Sep 30, 2015, 6:08pm User: B. VandenBerghe
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FIELD NOTES
FOR

A 348.361 ACRE TRACT OF LAND SITUATED IN THE J. LEISSE SURVEY, ABSTRACT NO. 496, SITUATED IN THE J. WIEHL SURVEY, ABSTRACT NO. 802, AND SITUATED IN THE W. CALDWELL SURVEY, ABSTRACT NO. 162 BEING A PORTION OF A CALLED 111.77 ACRE TRACT (FIRST TRACT) CONVEYED TO OLIN MAHLOW & JOYLENE MAHLOW BEHRENS RECORDED IN DOCUMENT NO. 20071041622 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 35.758 ACRE TRACT (TRACT 2A) CONVEYED TO 130 CACTUS INVESTMENTS, LP RECORDED IN DOCUMENT NO. 2009093048 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 35.540 ACRE TRACT (TRACT 1) CONVEYED TO 130 CACTUS INVESTMENTS, LP RECORDED IN DOCUMENT NO. 2007104161 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 1.377 ACRE TRACT (TRACT 2) CONVEYED TO 130 CACTUS INVESTMENTS, LP RECORDED IN DOCUMENT NO. 2007104161 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 16.747 ACRE TRACT (TRACT 1) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007100730 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 59.12 ACRE TRACT (SECOND FIRST) RECORDED IN VOLUME 7945, PAGE 831 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 19.594 ACRE TRACT (TRACT 2B) CONVEYED TO 130 CACTUS INVESTMENTS, LP RECORDED IN DOCUMENT NO. 20090930481 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 19.336 ACRE TRACT (TRACT 2) CONVEYED TO 130 CACTUS INVESTMENTS, LP RECORDED IN DOCUMENT NO. 2007104161 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 16.747 ACRE TRACT CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007100730 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 85 ACRE TRACT (TRACT 1) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007114908 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 33.233 ACRE TRACT (TRACT 2) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007094925 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 0.997 ACRE TRACT (TRACT 1) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007094925 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 10.107 ACRE TRACT (TRACT 4) CONVEYED TO ARP AUTUMN RIDGE

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PARTNERS, LP RECORDED IN DOCUMENT NO. 2007094925 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 10.184 ACRE TRACT (TRACT 6) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007094925 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 29.034 ACRE TRACT (TRACT 2) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007094927 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 0.958 ACRE TRACT (TRACT 1) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007094927 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 5.920 ACRE TRACT (TRACT 4) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007094927 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 4.371 ACRE TRACT (TRACT 6) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007094927 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 21.379 ACRE TRACT (TRACT 5) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007094927 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 22.539 ACRE TRACT (TRACT 3) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007094927 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 22.926 ACRE TRACT (TRACT 5) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007094925 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 22.610 ACRE TRACT (TRACT 3) CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP RECORDED IN DOCUMENT NO. 2007094925 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IN TRAVIS COUNTY, TEXAS. SAID 348.361 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a found ½" iron rod being the northwest corner of said 111.77 acre tract, same being the northeast corner of a called 86.5 acre tract conveyed to Normoan Weiss. Et. Ux. recorded in Volume 3431, Page 2019 of the Deed Records of Travis County, Texas, also being a point in the south right of way line of Jesse Bohls Road, a 50' right of way;

THENCE S 62°16'50" E, with the south right of way line of said Jesse Bohls Road, with the north line of said 111.77 acre tract (First Tract), a distance of **174.49 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set being the POINT OF BEGINNING of herein described tract;



THENCE with the south right of way line of said Jesse Bohls Road, with the north lines of said 111.77 acre tract (First Tract), said 1.377 acre tract (Tract 2), said 16.747 acre tract (Tract 1), and said 59.12 acre tract (Second First) the following twenty-one (21) courses and distances:

1. **S 62°16'50" E**, a distance of **166.13 feet** to an iron rod with cap marked "TLS Inc." found and a point of non-tangent curvature,
2. along the arc of said curve to the right, having a **radius of 282.30 feet**, a **central angle of 30°42'08"**, a **chord bearing and distance of S 44°57'04" E**, **149.47 feet**, an **arc length of 151.27 feet** to an iron rod with cap marked "CS Ltd" found and point of tangency,
3. **S 27°16'47" W**, a distance of **205.70 feet** to an iron rod with cap marked "TLS Inc." found,
4. **S 62°49'41" E**, a distance of **167.76 feet** to an iron rod with cap marked "TLS Inc." found and point of non-tangent curvature,
5. along the arc of said curve to the left, having a **radius of 398.00 feet**, a **central angle of 23°49'04"**, a **chord bearing and distance of S 25°32'37" E**, **164.26 feet**, an **arc length of 165.45 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set and point of tangency,
6. **S 37°26'44" E**, a distance of **23.90 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set and point of non-tangent curvature,
7. along the arc of said curve to the left, having a **radius of 358.00 feet**, a **central angle of 55°39'49"**, a **chord bearing and distance of S 65°15'35" E**, **334.28 feet**, an **arc length of 347.80 feet** to an iron rod with cap marked "CS Ltd" found and point of reverse curvature,
8. along the arc of said curve to the right, having a **radius of 372.98 feet**, a **central angle of 28°06'53"**, a **chord bearing and distance of S 79°06'37" E**, **181.19 feet**, an **arc length of 183.02 feet** to an iron rod with destroyed cap found and point of tangency,
9. **S 64°53'23" E**, a distance of **82.36 feet** to an iron rod with cap marked "CS Ltd" found
10. **S 60°55'23" E**, a distance of **203.77 feet** to an iron rod with cap marked "CS Ltd" found and point of non-tangent curvature,



11. along the arc of said curve to the left, curve a **radius of 1300.00 feet**, a **central angle of 04°06'43"**, a **chord bearing and distance of S 62°56'37" E, 93.28 feet**, an **arc length of 93.30 feet** to a ½" iron rod found,
 12. **S 65°00'50" E**, a distance of **504.45 feet** to an iron rod with cap marked "CS Ltd" found,
 13. **S 64°03'34" E**, a distance of **237.95 feet** to an iron rod with cap marked "CS Ltd" found,
 14. **S 63°03'43" E**, a distance of **617.43 feet** to a an iron rod with cap marked "CS Ltd" found,
 15. **S 63°11'33" E**, a distance of **59.96 feet** to an iron rod with cap marked "TLS Inc." found,
 16. **S 63°15'24" E**, a distance of **16.67 feet** to an iron rod with cap marked "TLS Inc." found,
 17. **S 62°32'58" E**, a distance of **709.94 feet** to an iron rod with cap marked "TLS Inc." found,
 18. **S 62°55'52" E**, a distance of **234.25 feet** to an iron rod with cap marked "TLS Inc." found,
 19. **S 62°35'19" E**, a distance of **410.53 feet** to an iron rod with cap marked "TLS Inc." found and point of non-tangent curvature,
 20. along the arc of said curve to the left, having a **radius of 389.00 feet**, a **central angle of 19°48'41"**, a **chord bearing and distance of S 72°31'30" E, 133.84 feet**, an **arc length of 134.51 feet** to an iron rod with destroyed cap, a point of tangency and,
 21. **S 62°46'51" E**, a distance of **190.78 feet** to an iron rod with cap marked "TLS Inc. found being the northeast corner of said 59.12 acre tract (Second First), same being a point in the south right of way line of said Jesse Bohls Road, also being the northwest corner of a called 45 acre tract (Second Tract) conveyed to Raymond Hees recorded in Volume 7594, Page 208 of the Deed Records of Travis County, Texas,
- THENCE S 26°07'51" W**, with the east line of said 59.12 acre tract (Second First), same being the west line of said 45 acre tract (Second Tract), a distance of **281.20 feet** to a ½" iron rod found being the southwest corner of said 45 acre tract, same being a point in the east line of said 59.12 acre tract, also being the northwest corner of said 33.233 acre tract (Tract 2)

THENCE S 62°10'36" E, with the south line of said 45 acre tract (Second Tract), same being the north lines of said 33.233 acre tract (Tract 2), the north line of said 10.107 acre tract (Tract 4) and said 10.184 acre tract (Tract 6) a distance of **1075.29 feet** to an iron rod with cap marked "Bryan Tech" found being the southeast corner of said 45 acre tract, same being the northeast line of said 10.184 acre tract, also being a point in the west line of a called 50 acre tract (First Tract) conveyed to Raymond Hees recorded in Volume 7594, Page 208 recorded in the Deed Records of Travis County, Texas,

THENCE S 27°26'48" W, with the east line of said 10.184 acre tract (Tract 6), same being the west line of said 50 acre tract (First Tract), a distance of **284.76 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set being the southwest corner of said 50 acre tract (First Tract), same being a point in the east line of said 10.184 acre tract (Tract 6), also being the northwest corner of said 29.034 acre tract (Tract 2),

THENCE S 39°34'52" E, with the south line of said 50 acre tract (First Tract), same being the north lines of said 29.034 acre tract (Tract 2), said 5.920 acre tract (Tract 4) and said 4.371 acre tract (Tract 6), a distance of **1128.06 feet** to a cedar post found being the northeast corner of said 4.371 acre tract (Tract 6), same being the southeast corner of said 50 acre tract, also being a point in the west right of way line of Cameron Road, a 60' right of way;

THENCE S 27°10'44" W, with the west right of way line of said Cameron Road, same being the east lines of said 4.371 acre tract (Tract 6), said 0.958 acre tract (Tract 1) and said 21.379 acre tract (Tract 5), a distance of **3297.44 feet** to an iron rod with cap marked "Bryan Tech" found being the southeast corner of said 21.379 acre tract, same being a point in the west right of way line of said Cameron Road, also being the northeast corner of a called 8.90 acre tract conveyed to Larry Mills, Sr. and Christine H. Milles recorded in Document No. 2002240294 of the Official Public Records of Williamson County, Texas;

THENCE N 62°32'52" W, with the north line of said 8.90 acre tract and the north line of a called 98.38 acre tract conveyed to James Whiteley and Nadine M. Whitely recorded in Volume 6373, Page 1149 of the Deed Records of Travis County, Texas, same being the south lines of said 21.379 acre tract (Tract 5), said 22.539 acre tract (Tract 3), said 29.034 acre tract (Tract 2), said 22.926 acre tract (Tract 5), said 22.610 acre tract (Tract 3) and said 33.233 acre tract (Tract 2), a distance of **2141.15 feet** to a cotton gin spindle found for the southwest corner of said 33.233 acre tract (Tract 2), same being the northeastern ell corner of said 98.38 acre tract;

THENCE N 27°33'51" E, with the east line of said 98.38 acre tract, same being the west line of said 33.233 acre tract (Tract 2), a distance of **883.49 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set being the northeast corner of said 98.38 acre tract, same being a point in the west line of said 33.233 acre tract (Tract 2), also being the southeast corner of the aforementioned 85 acre tract (Tract 1),



THENCE N 62°54'30" W, with the north line of said 98.38 acre tract, same being the south line of said 85 acre tract (Tract 1), a distance of **873.02 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,

THENCE departing the north line of said 98.38 acre tract, through the interior of said 85 acre tract (Tract 1) the following three (3) courses and distances:

1. **N 14°48'04" E**, a distance of **684.03 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
2. **N 61°32'27" W**, a distance of **842.79 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
3. **N 01°56'44" E**, a distance of **30.30 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the north line of said 85 acre tract (Tract 1), same being the south line of a called 15.623 acre tract (Tract 3) conveyed to the August Kuhn Estate recorded in Document No. 2012081067 of the Official Public Records of Travis County, Texas,

THENCE S 61°46'00" E, with the north line of said 85 acre tract (Tract 1), same being the south line of said 15.623 acre tract (Tract 3), a distance of **1341.23 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northwest ell corner of said 85 acre tract (Tract 1), same being the southeast corner of said 15.623 acre tract (Tract 3);

THENCE N 27°30'25" E, with the west line of said 85 acre tract (Tract 1), same being the east lines of said 15.623 acre tract (Tract 3), the east line of a called 15.967 acre tract (Tract 2) conveyed to August Kuhn Estates recorded in Document No. 2012081067 of the Official Public Records of Travis County, Texas, and the east line of a called 16.925 acre tract (Tract 2) conveyed to August Kuhn Estate recorded in Document No. 2012081067 of the Official Public Records of Travis County, Texas, a distance of **999.40 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set being the northeast corner of said 16.925 acre tract (Tract 2), same being the southeast corner of the aforementioned 16.747 acre tract (Tract 1) and a point in the west line of said 85 acre tract (Tract 1);

THENCE N 62°45'50" W, with the north line of said 16.925 acre tract (Tract 2), same being the south line of said 16.747 acre tract (Tract 1), a distance of **1736.03 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,

THENCE through the interiors of said 16.747 acre tract (Tract 1), said 35.540 acre tract (Tract 1), said 35.758 acre tract (Tract 2A) and through the interior of said 111.77 acre tract (First Tract) the following five (5) courses and distances:



1. N 07°56'38" E, a distance of 329.77 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
2. N 62°27'52" W, a distance of 595.82 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
3. N 19°40'52" W, a distance of 605.67 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
4. N 16°36'55" W, a distance of 1731.52 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
5. N 27°45'19" E, a distance of 14.34 feet to the **POINT OF BEGINNING**, and containing 348.361 acres in Travis County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 50875-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 29, 2015
Job No.: 50790-00
DOC. ID. H:\survey\CIVIL\50875-00\Word\50875-00_348.361Ac_East.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

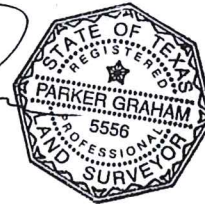
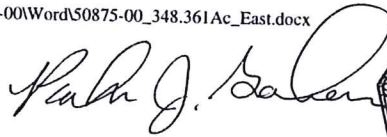


Exhibit C – North School Road Cross Section

<p>CITY OF PFLUGERVILLE</p>
<p>PISD TYPICAL SECTIONS</p>
<p>K FRIESE ASSOCIATES INCORPORATED 2110 WEST 11TH STREET DALLAS, TEXAS 75208 TEL: 972.382.1111 WWW.KFRIESE.COM</p>

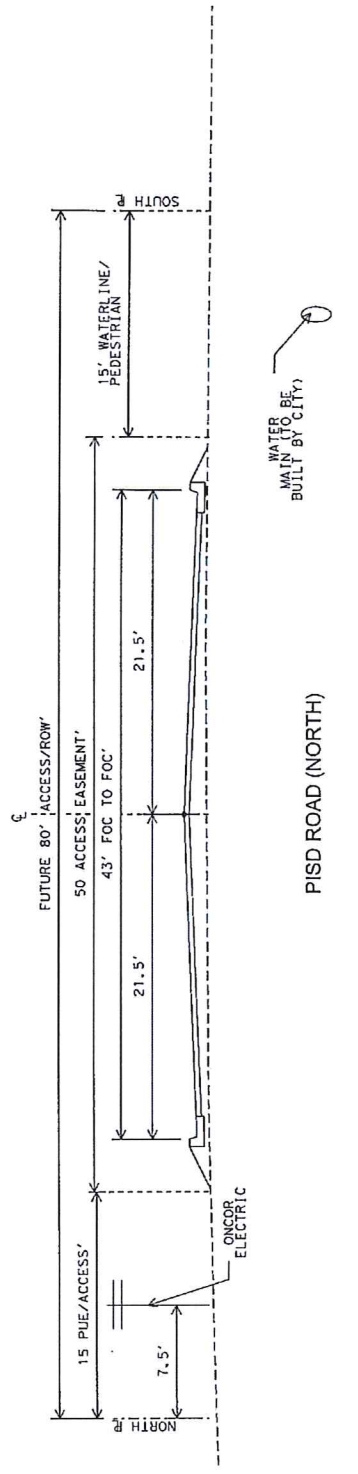


Exhibit D – South School Road Cross Section

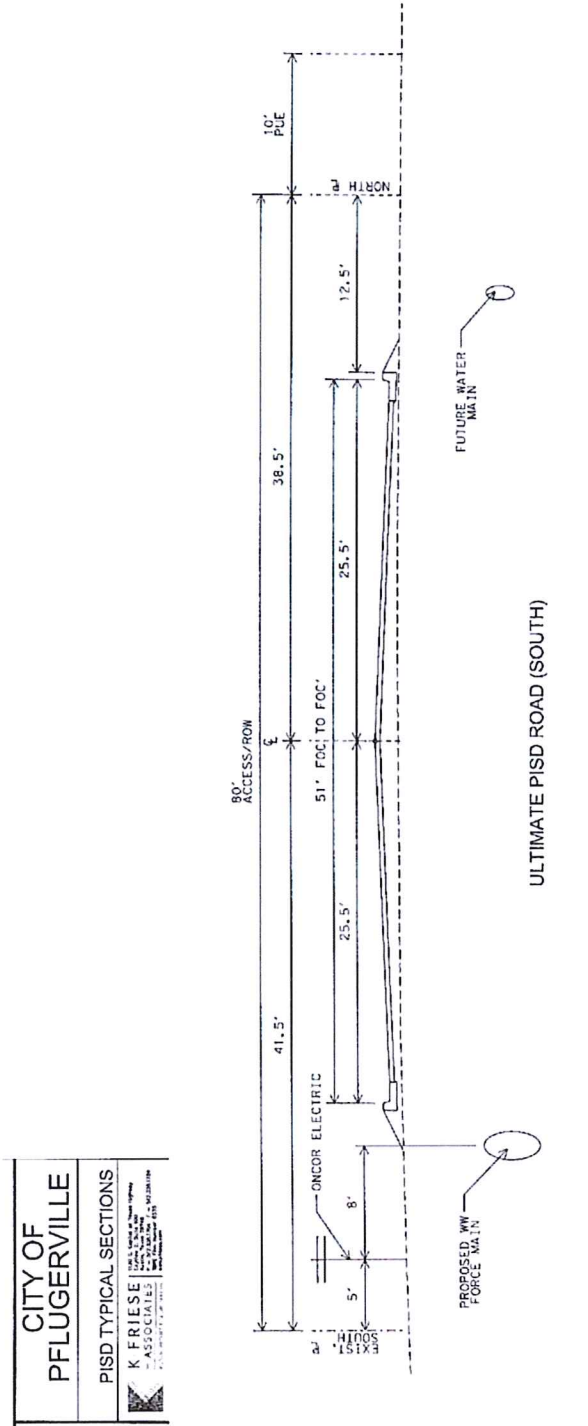


Exhibit E – Arterial and Collector Roadway Alignments

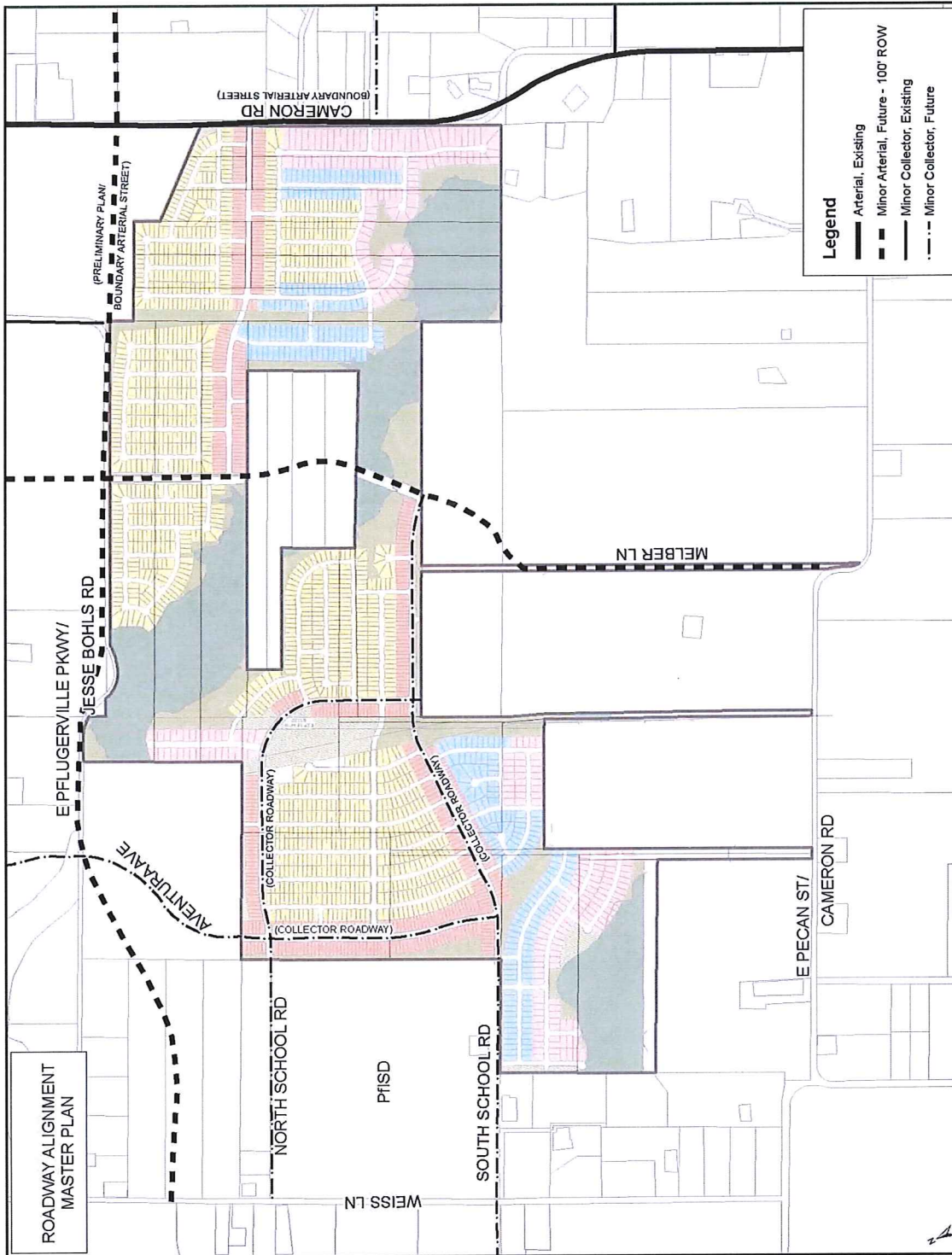


Exhibit F – Master Land Plan

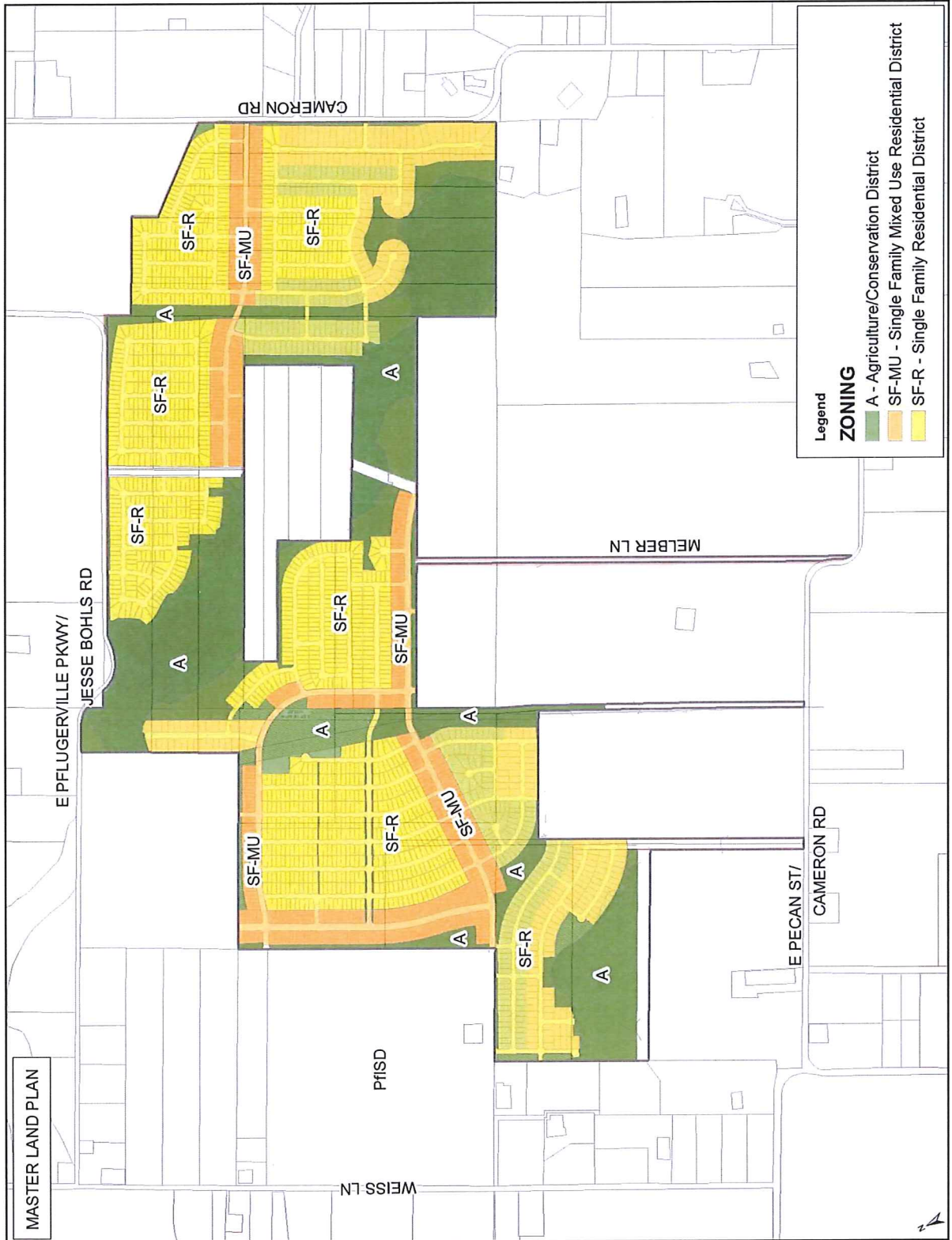


Exhibit G – Trails

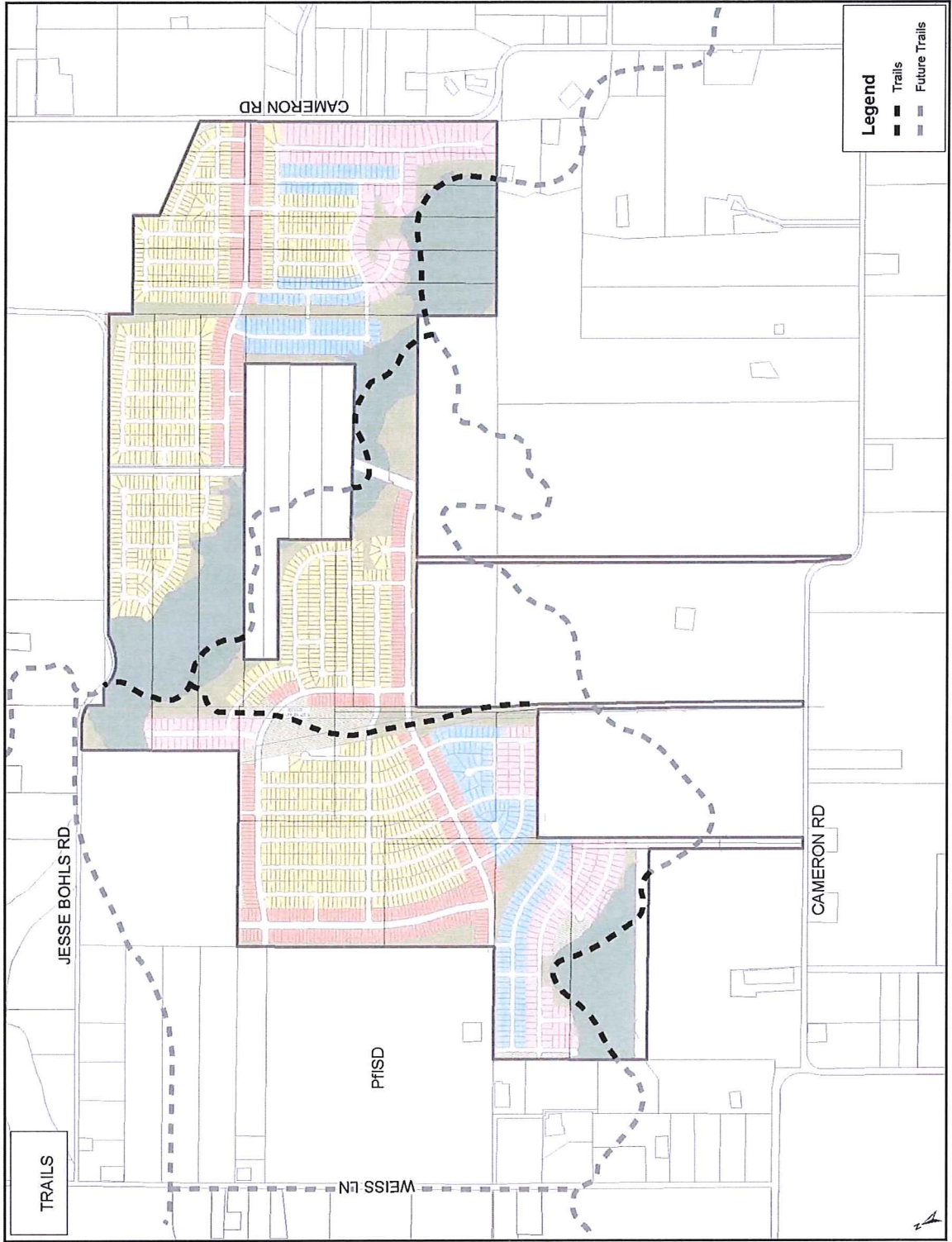


Exhibit H – PflISD and CITY Development Agreement

DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

This Development Agreement (the "Agreement") is made and entered into effective as of the 20th day of August, 2015 (the "Effective Date"), by and among the CITY OF PFLUGERVILLE, TEXAS, a Texas municipal corporation (the "City"), and PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("SCHOOL DISTRICT"). The City and School District are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City of Pflugerville, Texas ("City") desires to collaborate with the Pflugerville Independent School District ("School District") to achieve the public purpose of reducing development cost for the development of public schools and expedite construction of a new school within the City and the City's Extraterritorial Jurisdiction (ETJ); and

WHEREAS, the Parties desire to establish mutually acceptable land development standards and procedures for the development of roughly 150 acres of land for the construction of High School 4 and its associated infrastructure, which will provide predictability and reduced costs, while furthering the health, safety and welfare of the community; and

WHEREAS, the City, through its ordinances and regulations, maintains development regulations, for the protection of the public health, safety and welfare of the people of the City; and

WHEREAS, the School District is a political subdivision of the State of Texas charged with the education of children which has its own funding source and elected governing body separate from the City; and

WHEREAS, independent public school districts must meet certain construction standards and occupancy deadlines due to state mandated education facility requirements; and

WHEREAS, the School District desires to more effectively utilize its resources to meet the growing demands of its student population; and

WHEREAS, the City and School District desire to provide for the efficient development of High School 4; and

WHEREAS, the City and the School District desire to enter into an agreement that modifies certain requirements of the City's Unified Development Code (UDC); and

WHEREAS, the City desires to facilitate the expansion of the City's infrastructure to provide further service to the areas east of Weiss Lane and seeks cooperation with property owners to further those objectives; and

WHEREAS, the School District agrees to dedicate rights of way and necessary easements for construction of roadways, drives and utility infrastructure to support its development; and

WHEREAS, the City desires to maintain all public infrastructure associated with the development of the school facility; and

WHEREAS, the City and School District desires the site meet all Fire Code criteria and has worked with Travis County ESD 2 to accomplish an alternate criteria for meeting the minimum two points of connection for sprinkled buildings which exceed 124,000 square feet in floor area; and

WHEREAS, this Development Agreement restates and replaces the version previously approved by the Pflugerville City Council on July 14, 2015; and

WHEREAS, the City and School District acknowledge that this agreement and the consideration provided by the City in the Water Metering Settlement Agreement as Exhibit D shall serve as additional consideration in support of this agreement.

WHEREAS, the City is statutorily authorized to make and enter into this Agreement with the School District in accordance with *Texas Local Government Code*, Section 212.172; and

WHEREAS, the City has complied with all requirements of the *Texas Local Government Code* and approved the terms and provisions of this Agreement.

NOW, THEREFORE, the City and School District, in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, agree as follows:

ARTICLE I

PROPERTY DEVELOPMENT

1.1 Project. The School District intends to develop the Property with the School District's fourth high school (the "Project"). The Project is situated on approximately 149.96 acres of land located on the east side of Weiss Lane (the "Property") within the City's Extraterritorial Jurisdiction ("ETJ"), said Property being described by metes and bounds in Exhibit A-1 and depicted by the survey on Exhibit A-2.

1.2 Annexation. Per Local Government Code Chapter 43, The School District may petition for annexation or the City may pursue annexation of the Property. The City agrees to

not pursue annexation of the Property until a point in time after the completion of the Project unless otherwise requested by the School District.

1.3 Platting. The City agrees that the School District will not be required to plat the property as developed for the Project as long as the Project complies with this agreement, and further agrees that compliance with this agreement for the Project will meet the platting exemption for additional facilities constructed on the property in the future pursuant to the Texas Local Government Code. Dedication of right-of-way or public utility easements or extensions by separate instrument shall not constitute a subdivision requiring platting as long as such dedication is conveyed by separate instrument. The City agrees to utilize the southern public access easement, as depicted in Exhibit B, for access to City infrastructure until such time that the site east of the Property is developed or the School District develops additional education facilities on the Property, whichever comes first.

1.4 Infrastructure Requirement. All public improvements depicted in Exhibits B and C that are to be constructed by the School District must be constructed, inspected and formally accepted by the City. The School District will use its best efforts to complete all public improvements prior to the Project being occupied. The School District will submit all conveyance instruments to the City with all necessary metes and bounds for the right-of-way dedication for Weiss Lane for city approval. The School District will prepare and dedicate to the City all easements along the north and west property lines within 60 days of this agreement unless otherwise agreed to by the City. The City will prepare all easements along the south property line for dedication by the School District.

1.5 Water Service. The School District agrees to transfer water service providers from Manville to the City and the City will pay all fees due to Manville WSC for this transfer, and all additional fees and professional services required for the transfer.

1.6 Community Impact Fees. The City will not charge any community impact fees nor meter fees, including associated tap fees, associated with water or wastewater to the Property. The City will also waive any request for the School District to make any Impact fee contribution as allowed by law.

1.7 Future Educational Facilities. The Parties agree that this agreement does not consider all implications of future educational facilities on the Property and agree to discuss any potential conflicts or concerns once it is determined that additional facilities will be constructed on the Property. Upon such time the School District begins site planning for any additional educational facility on the Property, the School District agrees to notify the City immediately and discuss any additional easements, right of way, development considerations or construction improvements, not otherwise identified within this agreement, necessary for adequate service to the proposed educational facility. The School District acknowledges that any additional educational facilities will require analysis of roadway infrastructure. The Parties acknowledge that this agreement does not waive the application of any land use, development, zoning or other regulation that would otherwise be applicable to future construction or development of the Property by the School District. The City acknowledges that building and zoning ordinances do not apply to the Property prior to annexation.

ARTICLE II

**CONSTRUCTION OF ROADWAYS AND UTILITY INFRASTRUCTURE;
DEDICATION OF RIGHTS OF WAY AND EASEMENTS**

2.1 Dedication of rights of way and necessary easements. The School District agrees to dedicate via separate instruments the easements and rights-of-way described below and as depicted in Exhibit B. The dedications shall be made by separate instrument and shall take place in accordance with Section 1.4 above.

- Weiss Lane: Thirty feet (30') of street right-of-way to be dedicated unless an alternate amount is otherwise determined to be necessary by the Preliminary Engineering Report (PER) for Weiss being conducted by the City.
Fifteen foot (15') sidewalk and water easement
Ten foot (10') public utility easement
- North Private Drive: Fifty foot (50') joint access easement
Fifteen foot (15') sidewalk and water easement
Fifteen foot (15') public utility and joint access easement
- East Private Drive: Sixty foot (60') joint access easement (Refer to provisions outlined in Section 2.2.1)
Fifteen foot (15') public utility easement
Fifteen foot (15') sidewalk and wastewater easement
- South Public Access: Eighty foot (80') public access easement
Ten foot (10') public utility easement

The public utility easement (P.U.E.) required on the northern and eastern boundaries may include the electrical easements required by the electric provider.

All easements and dedication instruments will be in a form approved by the City Attorney's Office and will be perpetual, non-exclusive unless otherwise defined in the easement document and will not include reverter language or other terms that may interfere with the intended use as provided for in the instrument.

2.2 Construction of roadways and necessary infrastructure.

2.2.1 The School District agrees to construct a 26 foot wide access lane (to city public roadway standards) along the eastern boundary within the access easement from the northern access easement to Driveway D as depicted on Exhibit B. At such time additional education facilities are constructed on site, the School District agrees to convert the eastern private drive into a public right of way (by dedication) and widen the access lane (to city public roadway standards) with a minimum of 40 feet of pavement from the northern property line to the southern public access easement. The city will accept, operate, and maintain the roadway. In the event the North Private Drive is constructed to city street standards and accepted by the City for

operation and maintenance prior to the East Private Drive becoming public this provision becomes moot and is no longer in effect.

2.2.2 The School District agrees to construct (to Travis County ESD #2 standards):

- 1) The North Private Drive to the Project with a minimum 45 feet of pavement from Weiss Lane to Driveway B as depicted in Exhibit B and
- 2) The private drive with no less than 26 feet of pavement width from Driveway B to Driveway D along the East Private Drive as depicted in Exhibit B.

2.2.3 The City agrees to construct a driveway suitable for access to the wastewater infrastructure along the south public access easement. At such time the property is annexed, per Section 1.2, the south road will be constructed to a public roadway standards. Right of way dedication will be considered the School District's participation and no further participation in construction is required by the School District unless the road has not been constructed at such time additional education facilities are to be constructed on site. The City agrees to participate and work with adjacent property owners to construct the southern road if it is needed to serve adjacent development prior to the construction of additional educational facilities on site.

2.2.4 The PUE provided for along the northern and eastern Property boundaries, as depicted in Exhibit B, is the agreed easement for electric transmission service lines by both the City and the School District. The City agrees to fund half of the cost of installation of the electric transmission service and the School District will fund the remaining half. The parties shall use best efforts to use buried transmission lines where possible/practical.

2.2.5 The City agrees to construct, at its sole cost, the offsite wastewater infrastructure necessary to service the Property. All onsite wastewater infrastructure serving the Project will be constructed by the School District, at its sole cost. See Exhibit C. The City will use its best efforts to complete the offsite wastewater infrastructure in a timely manner.

2.2.6 The School District shall, at its sole cost, construct 6-foot sidewalks along the southern edge of the drive that parallels the northern property line as generally depicted in Exhibit B in accordance with Section 1.4. Sidewalks are to be constructed to City standards with the exception that a steel mesh is permissible.

2.2.7 The School District shall, at its sole cost, construct all onsite water service lines necessary to serve the Property, including the domestic service lines, irrigation lines and private fire lines.

2.2.8 The City shall, at its sole cost, construct a 24" waterline from its water treatment plant on Weiss Lane south along the east side of Weiss Lane to the Property's north drive, as depicted in Exhibit C.

2.2.9 The City shall, at its sole cost, construct a 12" public water line from Weiss Lane to the eastern property line of the Property, as depicted in Exhibit C. The Emergency Service District (ESD) #2 requires fire water available for fire suppression prior to erection of any structure. In order for the School District to meet the life safety requirement deadlines, the City

will use its best efforts to complete the offsite wastewater infrastructure in a timely manner.

2.2.10 The City shall, at its sole cost, construct a future 24" water line along the eastern side of Weiss Lane from the northern property line to the southern property line at such time additional Educational Facilities are permitted or in association with a future utility Capital Improvement Project (CIP), whichever occurs first.

2.2.11 The School District shall construct or post fiscal surety for all improvements identified within the Property's Traffic Impact Analysis (TIA). The School District agrees to pay its pro-rata share of the cost of improvements identified in the TIA unless otherwise agreed to prior to final approval of the TIA.

ARTICLE III

MISCELLANEOUS

3.1 **Assignment by School District.** School District's rights and obligations under this Agreement may be assigned by School District, to one or more purchasers of all or any portion of the Property. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the portion of the Property sold and obligations assigned.

3.2 **Term.** This Agreement shall be binding upon the Parties, their successors and assigns, and shall be effective for a term commencing of the Effective Date and continuing for a period of fifteen (15) years, unless renewed and extended by mutual agreement of the Parties in accordance with Chapter 212, Sub-Chapter G, Local Government Code or the property is annexed.

3.3 **Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement. In the event of a non-cured default, the non-defaulting party shall have all the rights and remedies available under applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement, or to enforce the defaulting party's obligations under this Agreement by specific performance.

3.4 **Attorneys' Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover necessary and reasonable attorneys' fees from the other party. The amount of fees recoverable under this paragraph may be set by the court in the trial of the underlying action or may be enforced in a separate action brought for that purpose, and any fees recovered shall be in addition to any other relief that may be awarded.

3.5 **Notices.** Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notice by nationally-recognized overnight delivery carrier or by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given and received (a) if hand delivered,

when delivered in person to the address set forth hereinafter for the party to whom notice is given, (b) if mailed, upon the expiration of two (2) business days after having been placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party to whom notice is being given at the address hereinafter specified, or (c) upon one (1) business day after being deposited on a paid basis with a nationally-recognized overnight delivery carrier.

Any notice mailed to the City shall be addressed to:

City Manager
City of Pflugerville
P.O. Box 589
Pflugerville, Texas 78691-0589

With a copy to:

George Hyde
Denton, Navarro, Rocha, Bernal, Hyde & Zech P.C.
2500 W. William Cannon
Austin, Texas 78745

Any notice mailed to School District shall be addressed to:

Superintendent
Pflugerville Independent School District Superintendent
1401 West Pecan
Pflugerville, Texas 78660

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

3.6 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and may not be amended except by a writing signed by all Parties (or, with respect to School District, all then-current owners of the Property) and dated subsequent to the date hereof.

3.7 Severability. If any sentence, section, subsection, clause, phrase, part or provision of this agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the agreement as a whole, or any part thereof, other than the part declared to be invalid.

3.8 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

3.9 Authority for Execution. The City certifies, represents and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. School District certifies, represents and warrants that the execution of this Agreement by School District has been duly authorized.

3.10 Time of the Essence. Time is of the essence in the performance of this Agreement.

3.11 Condition Precedent. This agreement is not effective unless and until the Water Metering Settlement Agreement is also executed and agreed to by the Parties. The consideration provided by the City in this agreement is provided in part in order to satisfy its obligations in the Settlement Agreement.

3.12 No Third Party Beneficiary. This Agreement inures to the benefit of and obligates only the City and School District. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The City and School District will cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

3.13 Relationship. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties.

3.14 Exhibits. The following exhibits are incorporated herein by reference and made a part of this Agreement for all purposes.

Exhibit A-1 and A-2 – Legal Description of Property

Exhibit B – Graphic Description of Proposed Improvements for Easements and Right of Way (ROW)

Exhibit C – Graphic Description of Utility Construction

Exhibit D – Water Metering Settlement & Release between the Pflugerville Independent School District and the City of Pflugerville, Texas

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date the last party signs.

CITY OF PFLUGERVILLE, TEXAS

By: [Signature] Date: 8-11-2015
Jeff Coleman, its Mayor

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT

By: Vernagene Mott Date: 08.20.15
Vernagene Mott, President

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 11 day of August, 2015, by Jeff Coleman, Mayor of the City of Pflugerville, a Texas municipal corporation, on behalf of said municipal corporation.



[Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20th day of August, 2015, by Vernagene Mott, as President of PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT a political subdivision of the state of Texas, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

Exhibit A-1

Legal Description of Property

DESCRIPTION OF A 149.96 ACRE TRACT OF LAND, OUT OF THE JOSEPH WEIHL SURVEY NO. 8, ABSTRACT NO. 802, IN TRAVIS COUNTY, TEXAS, SAID 149.96 ACRE TRACT BEING THE REMAINDER OF AN ORIGINAL 172.85 ACRE TRACT DESCRIBED IN VOLUME 4232 PAGE 2153 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS FROM WHICH 172.85 ACRE TRACT, A 4 ACRE TRACT AND A 16 ACRE TRACT WERE TAKEN OUT OF THE ORIGINAL 172.85 ACRE TRACT, RESULTING IN THE 149.96 ACRE TRACT HEREIN DESCRIBED. THE 4 ACRE TRACT IS AS RECORDED IN VOLUME 4656, PAGE 1010 AND THE 16 ACRE TRACT IS AS RECORDED IN VOLUME 4727, PAGE 383.

A 99/100 UNDIVIDED INTEREST ON THE SAID 149.96 ACRE TRACT WAS CONVEYED IN 2004 TO TIMMERMAN FARMS LTD. IN DOCUMENT NUMBER 2004240368 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND A 1/100 UNDIVIDED INTEREST WAS CONVEYED IN THE SAME YEAR TO TIMMERMAN FARMS LTD. IN DOCUMENT NUMBER 2004240373 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. AN UNDIVIDED 7.4% INTEREST ON THE SAID 149.96 ACRE TRACT WAS CONVEYED IN 2014 TO CHERYL TIMMERMAN GREINER RECORDED IN DOCUMENT NUMBER 2014151492 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY TEXAS.

A 1.00 ACRE TRACT WHOLLY CONTAINED WITHIN THE SAID 149.96 ACRE TRACT DESCRIBED HEREIN WAS CONVEYED IN 2012 TO THEODOR R. TIMMERMAN AND WIFE, MARLENE TIMMERMAN RECORDED IN DOCUMENT NUMBER 2012208998 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY AND IS NOT DESCRIBED SEPARATLY FROM THE SAID 149.96 ACRE TRACT WHICH IS HEREIN DESCRIBED MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an ½" rebar found with a destroyed red cap for the southwest corner of the herein described Tract same being the northwest corner of a 1.893 acre Tract conveyed to Sivaramakrishnana Venkatraman recorded in Document Number 2013093529 of the Official Public Records, Travis County, Texas, also being a point on the east right of way line of Weiss Lane, from which a magnetic nail found in a concrete culvert for the southeast corner of a .32.29 acre Tract conveyed to Joe Weiss, recorded in Document Number 2001065238 of the Official Public Records, Travis County, Texas, bears N 62° 03' 05" E 58.84 feet,

THENCE, N 27° 33' 41" E 2503.99 feet along the west line of the herein described Tract same being the east right of way line of Weiss Lane to a ½" pipe found for the northwest corner of the herein described Tract, same being southwest corner of a remainder of 4 acres conveyed as Tract 3 to Irby M. Ford recorded in Volume 11526 Page 796 of the Real Property Records of Travis County, Texas,

THENCE, S 62° 25' 19" E along the north line of the herein described Tract same being the south line of said Tract 3 at 260.60 feet passing the southeast corner of the said remainder of 4 acres Tract 3 and the southwest corner of a 2.00 acre Tract conveyed to Irby M. Ford recorded in Volume 11526 Page 796 of the Real Property Records of Travis County, Texas, in all 521.30 feet to an ½" pipe found for the southeast corner of Tract 2 of said Volume 11526 Page 796, and the southwest corner of a 16.00 acre Tract 1 conveyed to Irby M. Ford recorded in Volume 11526 Page 796 of the Real Property Records of Travis County, Texas, (Tract 2 and 3 are the 4.00 acres in volume 4656 page 1010) Tract 1 is the 16.00 acre Tract in Volume 4727 Page 383

THENCE, S 62° 27' 08" E 2086.85 feet continuing with the north line of the herein described Tract, same being the south line of the said 16.00 acre Tract 1, to a ½" pipe found for the northeast corner of the herein described Tract, same being the southeast corner of said 16.00 acre Tract 3 and being a point on the west line of 51.598 acre Tract conveyed to ARP Autumn Ridge Partners LP. Recorded in Document Number 2007065360 of the Official Public Records of Travis County, Texas,

THENCE, S 27° 32' 22" W with the east line of the herein described Tract same being the west line of said 51.598 acre Tract, at 1291.32 feet passing the southwest corner of said 51.598 acre Tract, same being the northwest corner of a 31.782 acre Tract 2A, conveyed to 130 Cactus Investments L.P., recorded in Document Number 2008121344 of the Official Public Records of Travis County, Texas, (no monument was found at this corner) in all 2504.17 feet to a ½" pipe found for the southeast corner of the herein described Tract, same being the southwest corner of said 31.782 acre Tract, same being a point on the north line of a 46.615 acre Tract conveyed to ARP Autumn Ridge Partners L.P. recorded in Document Number 2007059997 of the Official Public Records of Travis County, Texas.

THENCE, N 62° 26' 32" W with the south line of the herein described Tract, same being the north line of said 46.615 acre Tract, at 1243.44 feet passing the northwest corner of said 46.615 acre Tract same being the northeast corner of a 5.0 acre Tract conveyed to C. J. & Irene King recorded in Volume 5426 Page 1856 of the Deed Records of Travis County, Texas, at 1831.27 passing a ½" rebar found for the north west corner of said 5.0 acre Tract, same being the most northerly northeast corner of said 1.893 acre Tract conveyed to

Exhibit A-2

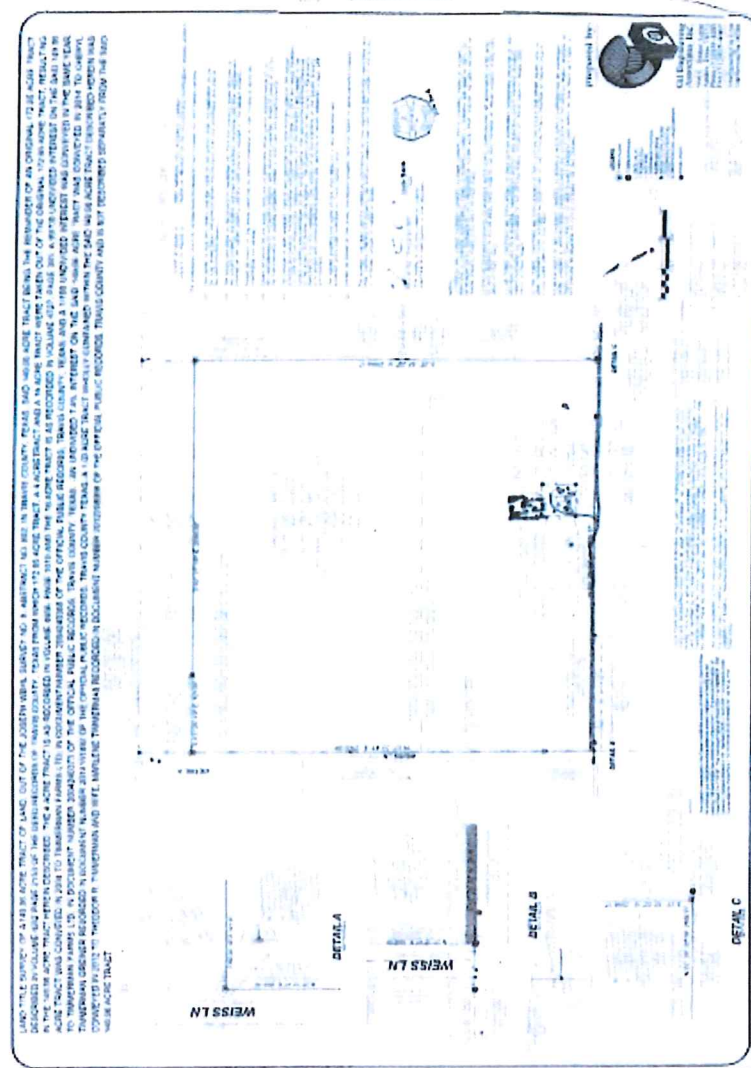


EXHIBIT B (EASEMENTS & ROW)

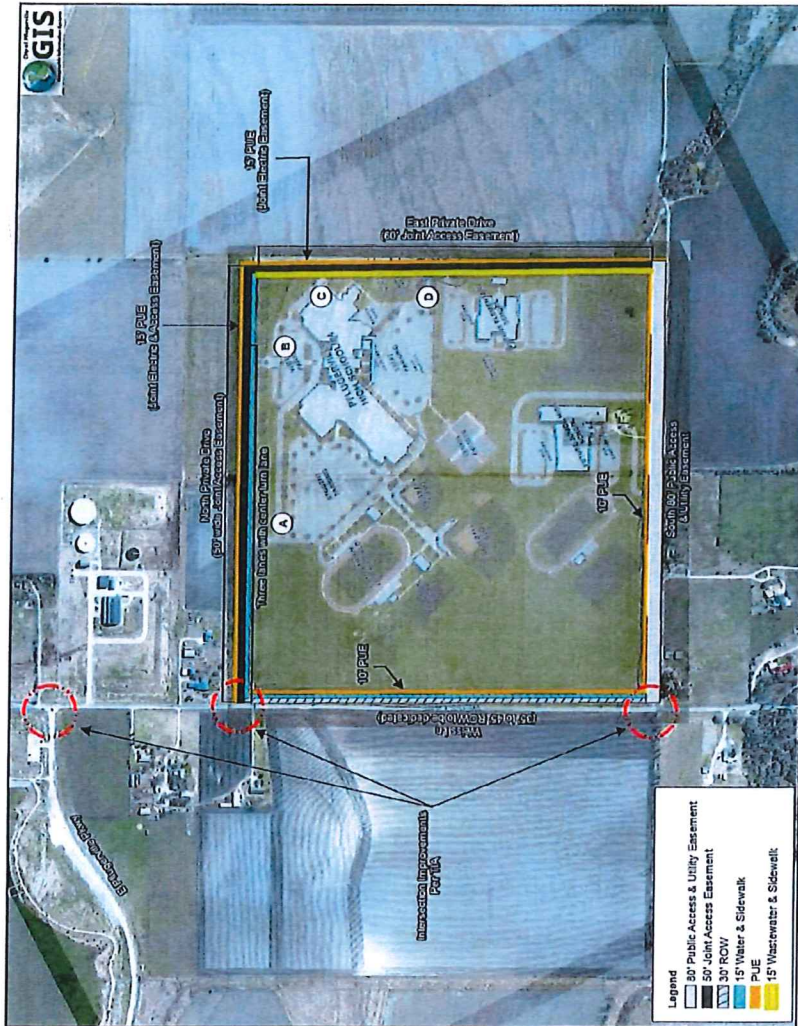


EXHIBIT C (UTILITY CONSTRUCTION)

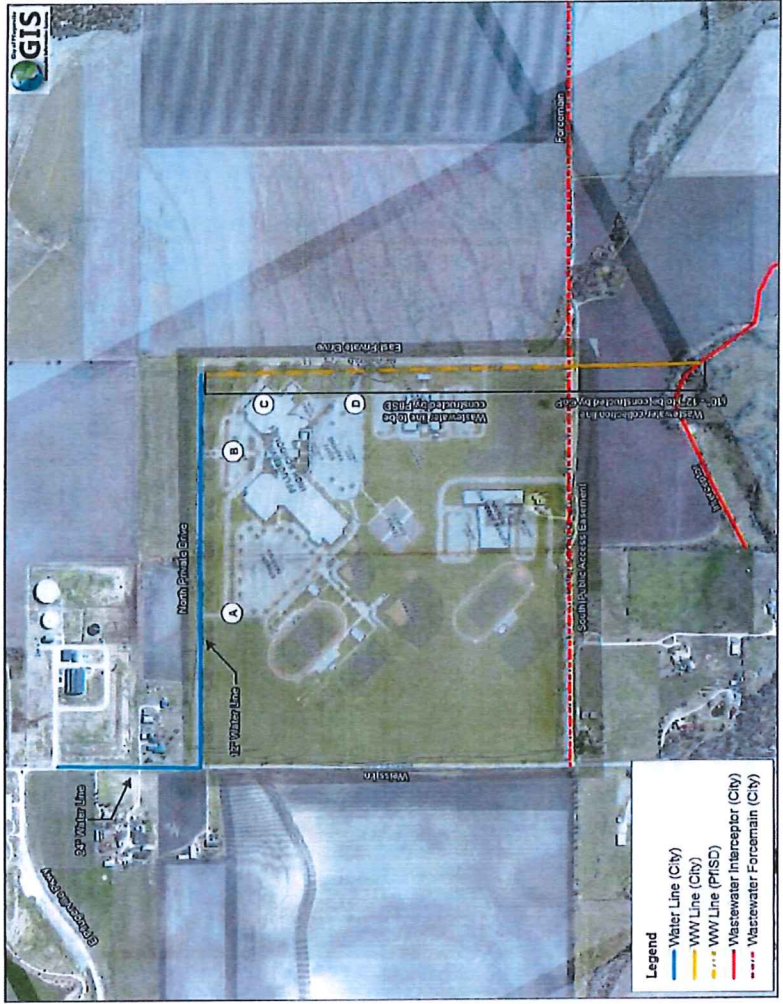


Exhibit D

**WATER METERING SETTLEMENT & RELEASE
BETWEEN THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT AND
THE CITY OF PFLUGERVILLE, TEXAS**

WHEREAS, the PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT ("PflSD") and the CITY OF PFLUGERVILLE, TEXAS, ("City"), (collectively hereinafter as the "Parties") wish to fully and finally settle, compromise and resolve all outstanding issues, rights, benefits, burdens and obligations related to the water meter issue regarding utility billing and public works meter installation through the effective date of this Settlement Agreement ("Dispute"); and,

WHEREAS, the Parties have entered into a Development Agreement for the PflSD High School No. 4 property; and,

WHEREAS, the terms, conditions, agreements made in the Development Agreement, specifically certain infrastructure construction obligations, shall serve as consideration for this settlement and release;

NOW, THEREFORE, for and in consideration of the release of claim herein contained and other good and valuable consideration, including the obligations made by the Parties in the Development Agreement entered into for the Weiss Lane High School No. 4 the Parties agree to the following:

PflSD, hereby releases and forever discharges the City and its employees, servants, agents, and attorneys of and from all claims, actions, causes of action, demands, rights, claims for compensatory and punitive damages and costs, expenses, compensation, economic losses, loss of profits and all consequential damages whatsoever arising from the above-mentioned Dispute.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement completely and forever compromises and settles all matters between PflSD and the City which have been, are, or could have been alleged by either party against the other related to the Dispute.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement is made solely for the purpose of avoiding litigation and making peace, and that in entering into this Agreement, neither PflSD nor the City is in any way admitting wrong doing or liability related to the Dispute, but instead, each is expressly denying wrong doing and liability.

IT IS FURTHER UNDERSTOOD AND AGREED that PflSD hereby covenants and agrees not to sue, institute or cooperate in the institution, commencement, filing, or prosecution of any suit, administrative proceeding, demand, claim, or cause of action, whether asserted individually or derivatively, against the City and all others relating to any and all matters made the subject of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that the City hereby covenants and agrees not to sue, institute or cooperate in the institution, commencement, filing, or prosecution of any suit, administrative proceeding, demand, claim, or cause of action against PflSD relating to any and all matters made the subject of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that PflSD and the City expressly warrant that no promise or inducement has been offered except as set forth herein; that this Agreement is executed without reliance upon any statement or representation of the person or parties released, or their representatives, concerning the nature and extent of the injuries, damages and/or legal liability therefore; that acceptance of the consideration set forth herein is in full accord and satisfaction of a disputed claim for which liability is expressly denied and that each of the signatories to this Agreement have the ability and authority to bind the respective Parties to this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement shall be governed by, construed and interpreted, and the rights of the parties determined in accordance with the laws of the State of Texas.

IT IS FURTHER UNDERSTOOD AND AGREED that the statements and representations in this

Agreement are to be considered contractual in nature and not merely recitations of fact.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event that any one or more of the provisions of this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity shall not affect any other provision herein.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement shall be binding on each and every party to this Agreement, and their successors, officers, directors, employees, assigns, heirs, executors, administrators, agents, legal representatives, and any of the companies or entities associated with them as owners, subsidiaries or any other related capacity with respect to any and all of the claims that PUSD or the City may have against the other party.

This Agreement is effective and in full force and effect by agreement of the Parties upon execution of the Development Agreement entered into by the Parties for the Weiss Lane High School No. 4 and shall be incorporated into that Agreement by Exhibit, as if recited verbatim.

F

Exhibit I – PfISD and DEVELOPER Agreement

[TO BE INSERTED UPON FINAL ACCEPTANCE]

Exhibit J – Melber Lane
Per Section 2.2.4

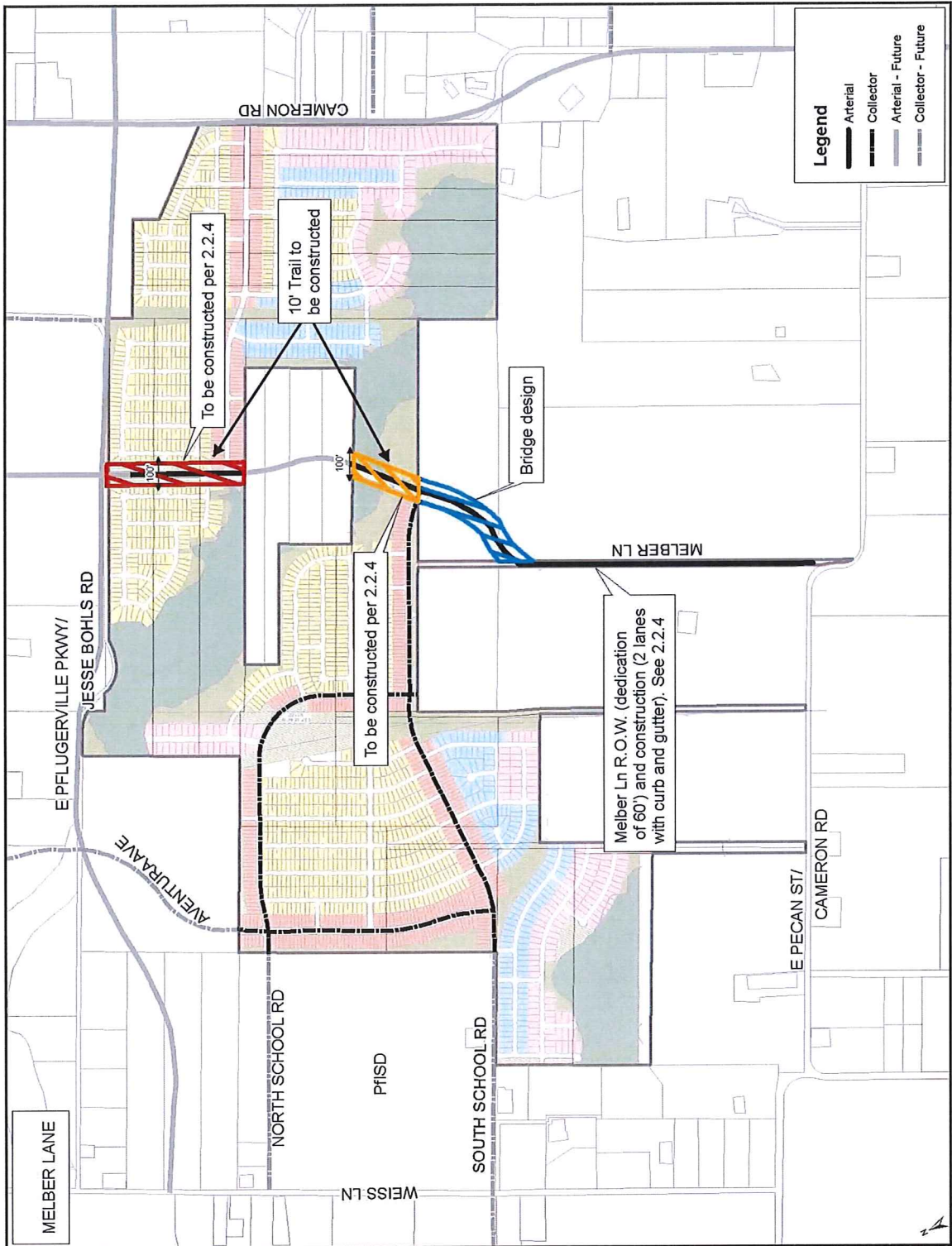


Exhibit K – City Land Plan
Per Section 2.3

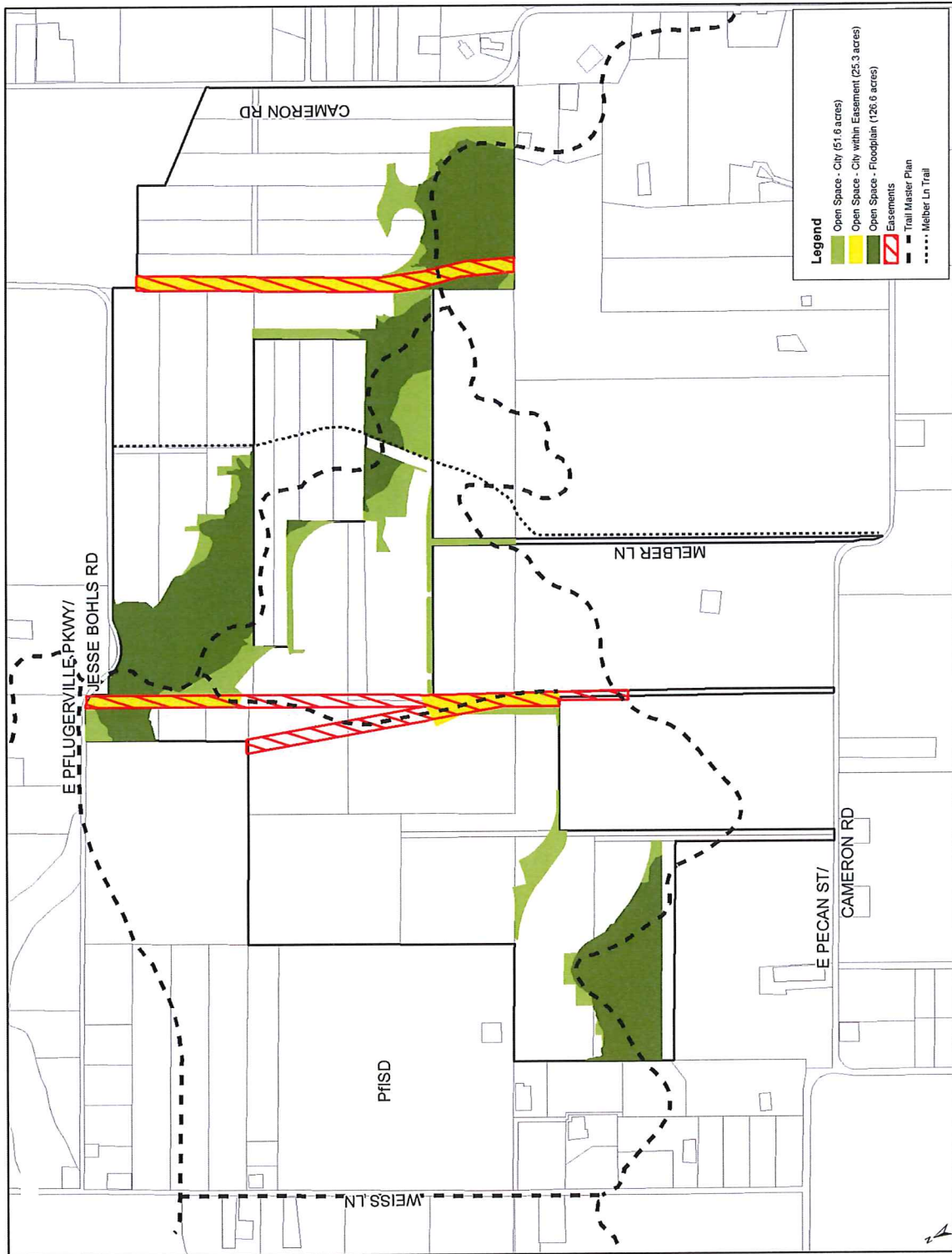


Exhibit L – Land for Immediate Dedication to the CITY
Per Section 2.3

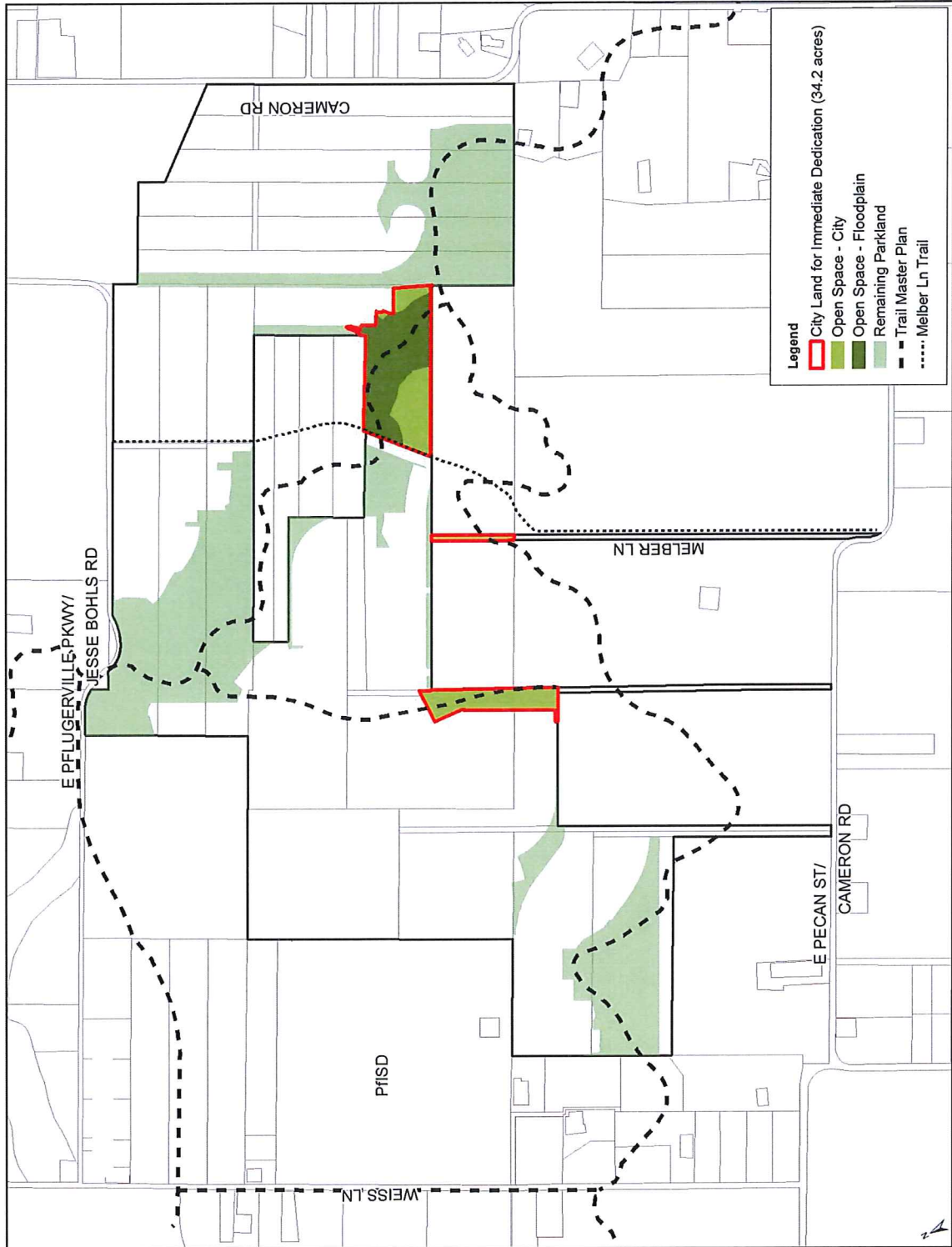


Exhibit L-1 – Land for Dedication to the CITY prior to December 31, 2016
Per Section 2.3

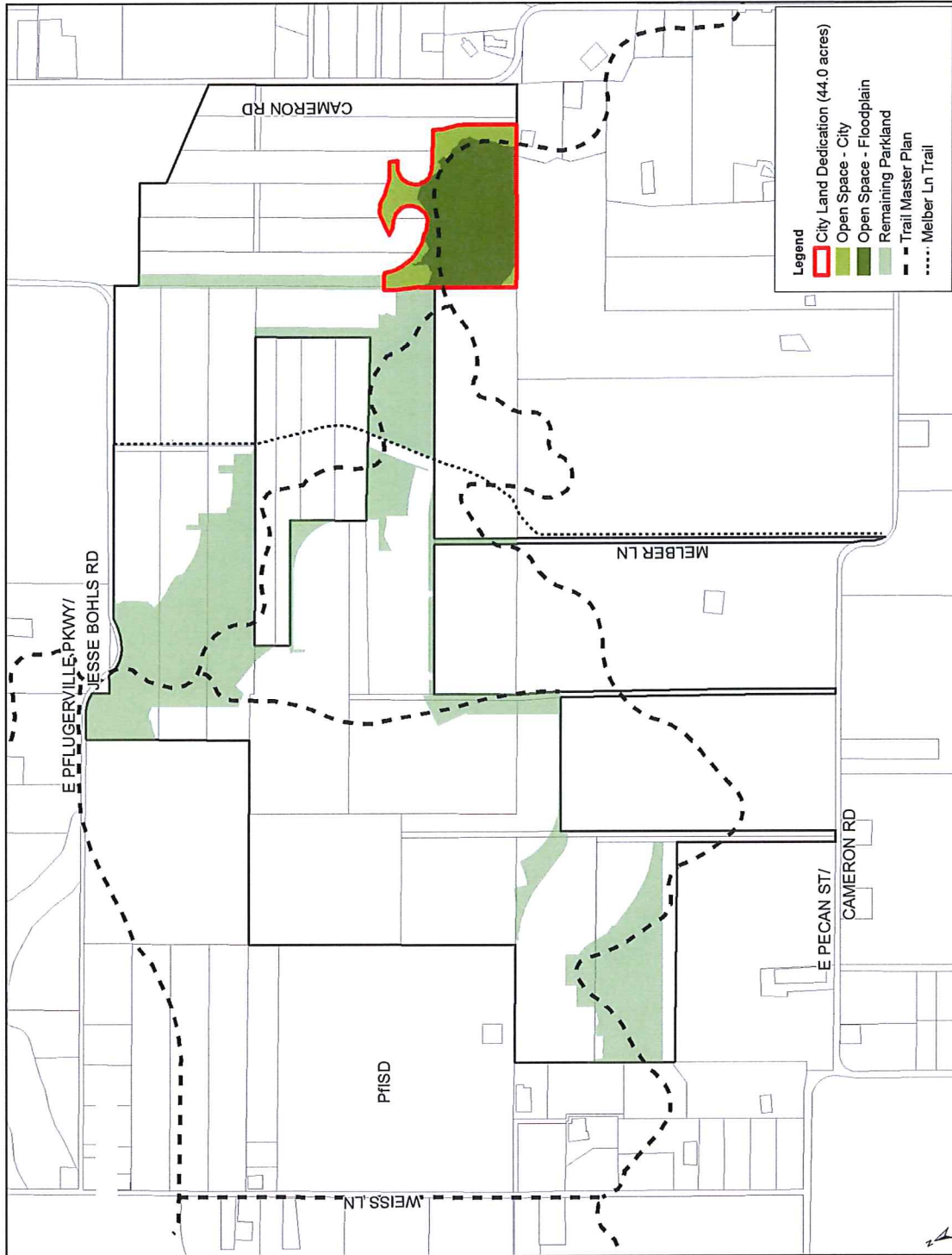


Exhibit M – Parkland Development Fee Credit Methodology
Section 2.3

In conjunction with approximately 5.7 acres of land dedication beyond the minimum required by the Unified Development Code (UDC), 2.4 miles of trail construction within the development, and dedication of approximately 126.6 acres of floodplain the City applied credits towards the required parkland development fee utilizing the following methodology:

Required parkland based on 2,317 dwelling units = 45.87 acres

Proposed acceptable parkland* = 51.6 acres

Difference = 5.72 acres

Required park development fee = \$745 per lot (project total = \$1,726,165)

Proposed accepted floodplain = 126.6 acres

Credit of \$124,655 towards additional 5.72 acres dedicated over the required amount
(5.72 x \$21,780 = \$124,655)

Credit of \$759,600 towards additional 126.6 acres of floodplain dedicated (126.6 x
\$6,000 = \$759,600)

Credit of \$554,400 towards construction of not less than 2.0 miles of trail valued at
\$231,000 per mile (2.4*231,000 = \$554,400)

$\$1,726,165 - (\$124,655 + \$759,600 + \$554,400) = \$287,509 / 2,317 =$
\$124 per lot park development fee

*Additional land located within existing easements may be dedicated to the CITY however, no parkland development fee has been credited toward that land dedication and was not considered in any acreage calculations.