

FOURTH AMENDMENT TO CARMEL DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS FOURTH AMENDMENT TO CARMEL DEVELOPMENT AGREEMENT (this "Amendment") is entered into effective as of _____, 2025 (the "Fourth Amendment Effective Date") by and among the CITY OF PFLUGERVILLE, TEXAS, a home rule city located in Travis County, Texas (the "City"), STARLIGHT HOMES TEXAS L.L.C., a Delaware limited liability company ("Starlight"), ARROYO CAP IV-2, LLC, a Delaware limited liability company ("Arroyo"), and LB CARMEL LLC, a Texas limited liability company ("LB Carmel"). Each of Starlight, Arroyo and LB Carmel is also referred to as "Developer" with respect to the land owned by it that is subject to the Agreement, as amended by this Amendment. The City, Starlight, Arroyo and LB Carmel are sometimes referred to in this Amendment as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, on October 13, 2015, the City and CE Development, Inc., a Texas corporation ("Original Developer"), entered into that certain Development Agreement recorded under Document No. 2023097454, Official Public Records of Travis County, Texas (the "Original Agreement"), as subsequently amended by that certain First Amendment to Development Agreement, dated June 8, 2017, recorded under Document No. 2023108088, Official Public Records of Travis County, Texas (the "First Amendment"), and further amended by that certain Second Amendment to Development Agreement, dated February 12, 2019, recorded under Document No. 2023097377, Official Public Records of Travis County, Texas (the "Second Amendment"), and further amended by that certain Third Amendment to Development Agreement, dated on or around August 22, 2023, recorded under Document No. 2023097378, Official Public Records of Travis County, Texas (the "Third Amendment");

WHEREAS, on July 31, 2024: (i) pursuant to that certain Partial Assignment and Assumption of Carmel Development Agreement Carmel East Phases 1 & 2, recorded under Document No. 2024085374, Official Public Records of Travis County, Texas (the "Partial Assignment – Phases 1 & 2"), Original Developer partially assigned the Original Agreement, as amended, to Arroyo only as to the 134 acres of land constituting the Transferred Property (as defined therein) acquired by Arroyo; and (ii) pursuant to that certain Partial Assignment and Assumption of Carmel Development Agreement Carmel East Phases 3 & 4, recorded under Document No. 2024084985, Official Public Records of Travis County, Texas (the "Partial Assignment – Phases 3 & 4"), Original Developer partially assigned the Original Agreement, as amended, to Starlight only as to the 155.053 acres of land constituting the Transferred Property (as defined therein) acquired by Starlight;

WHEREAS, the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, and as partial assigned pursuant to the Partial Assignment – Phases 1 & 2 and the Partial Assignment – Phases 3 & 4, is referred to herein as the "Agreement";

WHEREAS, pursuant to that certain Special Warranty Deed with Vendor's Lien dated August 12, 2025, recorded under Document No. 2025091678, Official Public Records of Travis County, Texas, LB Carmel acquired that certain ±34.424 acre tract of land, as more particularly described on **Attachment 1** attached hereto and incorporated herein (the "Pfluger Tract"), which is located adjacent to the ETJ MUD;

WHEREAS, the Parties now desire to further amend the Agreement to provide for the inclusion of the Pfluger Tract within the scope of the Agreement and make conforming changes, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

AGREEMENT

1. **Defined Terms.** Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Agreement.

2. **Incorporation of the Pfluger Tract into the ETJ MUD Property.** Recital F of the Original Agreement is hereby amended and modified to define the land to be included within the ETJ MUD to include: (i) the 348.36 acres of land described on Exhibit B to the Original Agreement (and subsequently described as 348.361 acres of land in Exhibit A to the First Amendment); and (ii) the ±14.629-acre portion of the Pfluger Tract, as more particularly described on **Attachment 2** attached hereto and incorporated herein (the “*Carmel East Phase 5 Land*”), notwithstanding that the entirety of the Pfluger Tract shall be subject to the terms and provisions of the Agreement. All references in the Agreement to “ETJ MUD”, “ETJ MUD (Exhibit B)”, “the land described in Exhibit B”, or the like shall hereafter refer to the land described in items (i) and (ii) above. As described and depicted on Third Substitute Exhibit F, incorporated into the Agreement pursuant to Section 6.b. below, the Carmel East Phase 5 Land shall be developed in accordance with the land use and site development standards of the City’s SF-R zoning district.

3. **Pump and Haul.** The Agreement is hereby amended and modified to provide that if residents of the ETJ MUD require retail wastewater services from the City prior to the City’s completion and commencement of operation of the 24” Gravity Interceptor more particularly depicted on **Attachment 3** attached hereto and incorporated herein, City staff are hereby authorized to discuss and/or enter into an agreement with Developer providing for pump-and-haul wastewater service by Developer. Should the City enter into an agreement for pump-and-haul wastewater service by Developer, all costs associated with pump-and-haul shall be borne by Developer.

4. **Melber Lane – Pfluger Tract.** Section 2.2.4.a. of the Agreement is hereby amended and modified to add the following: (i) apply Developer’s obligations to dedicate 100 feet of right of way and construct, to Travis County street standards, or fund, the full cross section of Melber Lane—including a six (6) foot sidewalk on the west side of the roadway, a ten (10) foot trail along the east side of the roadway, and street lights—within the Carmel East Phase 5 Land, as depicted in Third Substitute Exhibit J; and (ii) provide that Developer shall dedicate 100 feet of right of way to the City for the City’s extension, at the City’s sole cost and expense, of Melber Lane over and across the remaining ±19.795-acre portion of the Pfluger Tract, as more particularly described on **Attachment 4** attached hereto and incorporated herein (the “*Pfluger Tract Remainder*”), in the location generally depicted in Exhibit J-2, which dedication of right of way shall be made upon the earlier to occur of: (i) Developer’s recordation of the final plat for Carmel East Phase 5, such right of way to be included within and dedicated by the final plat or dedicated by separate instrument, at Developer’s election; or (ii) the date that is one (1) year after the Fourth Amendment Effective Date, such right of way dedication to be by separate instrument.

5. **Melber Lane – Additional Developer Contribution.** Section 2.2.4.a. of the Agreement is hereby amended and modified to add, in addition to the \$3,997,650 payment obligation under subsection (ii), which has been satisfied, a Developer obligation to pay to the City the sum of \$1,518,956 prior to City approval of a final plat of any portion of the ETJ MUD that is not platted as of the Fourth Amendment Effective Date (i.e., a final plat for Carmel East Phases 3 or 4, or any portion thereof) as a contribution to the cost of the City’s construction of the portion of Melber Lane from the intersection with Pleasanton Parkway to the northern boundary of the Pfluger Tract Remainder. Such \$1,518,956 payment, together with Developer’s dedication of right-of-way for the portion of Melber Lane within the Pfluger Tract Remainder, shall be Developer’s only obligations under the Agreement with respect to the portion of Melber Lane from the intersection with Pleasanton Parkway to the northern boundary of the Pfluger Tract

Remainder, except that if Developer entitles the Carmel East Phase 5 Land for development of greater than sixty (60) single-family lots, then the foregoing cap on payment and right-of-way dedication shall be null and void.

6. Parkland Dedication – Pfluger Tract. Section 2.4. of the Agreement is hereby amended and modified to provide that the Pfluger Tract is not subject to the parkland requirements of the Agreement and is instead subject to the parkland requirements of the Unified Development Code at the time of preliminary plan submittal.

7. Extension of Term. Pursuant to Section 3.4. of the Original Agreement, the term of the Agreement is 15 years from the Effective Date (*i.e.*, expires on October 13, 2030), unless renewed or extended by mutual agreement of the Parties in accordance with Chapter 212, Sub-Chapter G, Local Government Code. As permitted under Section 212.172(d), Local Government Code, the Parties hereby extend the term of the Agreement for an additional 5-year period, such that the term of the Agreement will now expire on October 13, 2035.

8. Modification and Addition of Exhibits. The Agreement is hereby amended and modified as follows to address exhibits and references to exhibits therein:

a. Supplemental Exhibit B to the Second Amendment is hereby deleted in its entirety and replaced with **Second Supplemental Exhibit B** attached hereto and incorporated herein for all purposes. All references to Supplement Exhibit B in the Agreement are hereby amended and modified to refer to Second Supplemental Exhibit B;

b. Second Substitute Exhibit F to the Third Amendment is hereby deleted in its entirety and replaced with **Third Substitute Exhibit F** attached hereto and incorporated herein for all purposes. All references to Second Substitute Exhibit F in the Agreement are hereby amended and modified to refer to Third Substitute Exhibit F;

c. Second Substitute Exhibit J to the Third Amendment is hereby deleted in its entirety and replaced with **Third Substitute Exhibit J** attached hereto and incorporated herein for all purposes. All references to Second Substitute Exhibit J in the Agreement are hereby amended and modified to refer to Third Substitute Exhibit J;

d. **Exhibit J-2** attached hereto is incorporated into the Agreement for all purposes.

9. Non Annexation Development Agreement. The Pfluger Tract is subject to that certain City of Pflugerville Non Annexation Development Agreement between the City and the August Kuhn Estate, dated October 27, 2016, recorded under Document No. 2016181304, Official Public Records of Travis County, Texas (the “Non Annexation DA”). From and after the Fourth Amendment Effective Date, the Non Annexation DA shall automatically terminate and be of no further force and effect as to the Carmel East Phase 5 Land, but remain in effect as to the Pfluger Tract Remainder, as the Parties acknowledge and agree that the City may, at its election and without further action by the landowner, annex the Pfluger Tract Remainder into its corporate limits by adoption of an ordinance. The Parties acknowledge that the foregoing annexation provisions have been agreed upon pursuant to the authority set forth in Section 212.172 of the Texas Local Government Code, which authorizes the governing body of a municipality to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality to provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties, and further provides for the parties to such agreement to specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties. By this Amendment the Parties agree that the Pfluger Tract Remainder shall remain part of the City’s ETJ unless annexed by the City as provided for herein.

10. Miscellaneous.

a. Entire Agreement. This Amendment, together with the Agreement, sets forth the entire understanding of the Parties and supersedes all prior agreements or understanding, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto will be valid unless made in writing and signed by all parties. This Amendment shall supersede any conflicting provision of the Agreement and, to the extent that the Agreement does not conflict with this Amendment, the same shall remain in full force and effect.

b. Memorandum of Agreement. The City and Developer acknowledge and agree that either party may record a memorandum of agreement providing notice of the existence of the Agreement, as amended by this Amendment, and the respective obligations of the Parties concerning covenants and conditions affecting subdivision, land usage, and site development, in the Real Property Records of Travis County, Texas.

c. Binding Effect. The Agreement, as amended by this Amendment, will extend to and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

d. Execution. To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the Parties hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (i) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (ii) all executed counterparts of this instrument will be deemed to be originals, but all such counterparts, when taken together, constitute one and the same instrument.

e. Governing Law. The Agreement, as amended by this Amendment, will be governed by and construed in accordance with the laws of the State of Texas with venue in Travis County, Texas.

f. Representations and Warranties by Developer. If Developer is a corporation or a limited liability company, or limited partnership, Developer warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Amendment to the Agreement, and the individual executing this Amendment on behalf of Developer has been duly authorized to act for and bind Developer. Developer acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

g. Payment of Debt or Delinquency to the Local or State Government. Developer agrees that any payments owing to Developer under any agreement with the City may be applied directly toward any debt or delinquency that Developer owes the State of Texas, Travis County, Williamson County, the City or any other political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

h. Child Support Certification. Developer hereby certifies that none of the officers of the corporation or partners of the partnership are delinquent in their court ordered child support obligations (if any) and shall acknowledge that any agreement with the City may be terminated and payment may be withheld if this certification is inaccurate.

i. No Boycott Provisions.

i. Pursuant to Section 2270.002, Texas Government Code, each of Starlight, Arroyo and LB Carmel hereby represents and verifies by executing this Amendment that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Agreement, as amended by this Amendment, is a contract for goods or services, will not boycott Israel during the term of the Agreement, as amended by this Amendment. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Each of Starlight, Arroyo and LB Carmel understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with it and exists to make a profit.

ii. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, each of Starlight, Arroyo and LB Carmel represents and verifies by executing this Amendment that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation and verification by executing this Amendment is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Starlight, Arroyo and LB Carmel and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Each of Starlight, Arroyo and LB Carmel understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with it and exists to make a profit.

j. Verification Regarding Energy Company Boycotts. To the extent the Agreement, as amended by this Amendment, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, each of Starlight, Arroyo and LB Carmel hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of the Agreement, as amended by this Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Each of Starlight, Arroyo and LB Carmel understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with it and exists to make a profit.

k. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent the Agreement, as amended by this Amendment, constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "*SB 19*"), as amended, each of Starlight, Arroyo and LB Carmel hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any: (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement, as amended by this Amendment, against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "*discriminate against a firearm entity or firearm trade association*" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Each of Starlight, Arroyo and LB Carmel understands "*affiliate*" to mean an entity that controls, is controlled by, or is under common control with it and exists to make a profit.

l. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, each of Starlight, Arroyo and LB Carmel must fill out a conflict-of-interest form ("*Disclosure of Interested Parties*") at the time Starlight, Arroyo and LB Carmel submit this executed Amendment to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The City has no obligation under this Amendment until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

[COUNTERPART SIGNATURE PAGES FOLLOW]

COUNTERPART SIGNATURE PAGE TO
FOURTH AMENDMENT TO CARMEL DEVELOPMENT AGREEMENT

CITY:

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

By: _____
Victor Gonzales, Mayor

ATTEST:

By: _____
Trista Evans, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Victor Gonzales, Mayor of the City of Pflugerville, a Texas home-rule municipality, on behalf of said city.

NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO
FOURTH AMENDMENT TO CARMEL DEVELOPMENT AGREEMENT

STARLIGHT:

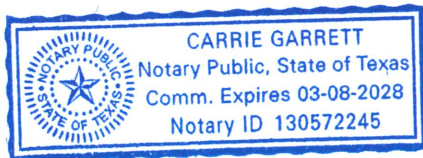
STARLIGHT HOMES TEXAS L.L.C.,
a Delaware limited liability company

By: 
Steven Pierce, Division Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of November 2025, by Steven Pierce, Division Manager of Starlight Homes Texas L.L.C., a Delaware limited liability company, on behalf of said limited liability company.


NOTARY PUBLIC, State of Texas



COUNTERPART SIGNATURE PAGE TO
FOURTH AMENDMENT TO CARMEL DEVELOPMENT AGREEMENT

ARROYO:

ARROYO CAP IV-2, LLC,
a Delaware limited liability company

By: Arroyo Capital IV, LLC
a Delaware limited liability company
its sole member

By: Jeffrey B. Brouelette
Name: Jeffrey B. Brouelette
Title: President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On November 7, 2025, before me, Rachel Mayo,
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rachel Mayo

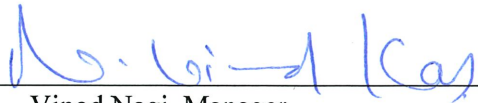
(Seal)



COUNTERPART SIGNATURE PAGE TO
FOURTH AMENDMENT TO CARMEL DEVELOPMENT AGREEMENT

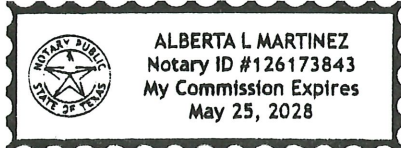
LB CARMEL:

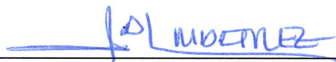
LB CARMEL LLC,
a Texas limited liability company

By: 
Vinod Nagi, Manager

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 29th day of September, 2025, by Vinod Nagi, Manager of LB Carmel LLC, a Texas limited liability company, on behalf of said limited liability company.




NOTARY PUBLIC, State of Texas

LIENHOLDER CONSENT

The undersigned holds a promissory note signed by Starlight. The promissory note is secured by a vendor's lien and a deed of trust lien against a portion of the land within the ETJ MUD. The liens benefitting the undersigned are contained in: (i) the Special Warranty Deed with Vendor's Lien dated July 31, 2024, recorded under Document No. 2024084981, Official Public Records of Travis County, Texas; and (ii) the Deed of Trust dated July 31, 2024, recorded under Document No. 2024084983, Official Public Records of Travis County, Texas (together, the "Lien Instruments").

By signing this Amendment, the undersigned consents to this Amendment, which will not be extinguished by foreclosure of the Lien Instruments or any other lien assigned to or for the benefit of the undersigned, or its affiliates, successors, or assigns; provided however, that nothing herein shall modify, alter or amend the Lien Instruments as between the undersigned and the borrower thereunder.

SIGNED on the 24th day of October, 2025.

JLE INVESTMENTS, LP,
a Texas limited partnership

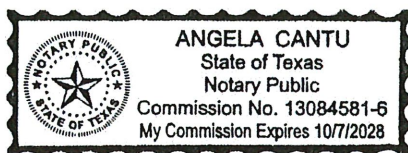
By: JLE GP, LLC,
a Texas limited liability company,
its general partner

By: [Signature]
John S. Lloyd, Manager

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 24th day of October, 2025 by John S. Lloyd, Manager of JLE GP, LLC, a Texas limited liability company, the general partner of JLE Investments, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



[Signature]
NOTARY PUBLIC, State of Texas

LIENHOLDER CONSENT

The undersigned holds a promissory note signed by LB Carmel . The promissory note is secured by a vendor's lien and a deed of trust lien against the Pfluger Tract. The liens benefitting the undersigned are contained in: (i) the Special Warranty Deed with Vendor's Lien dated August 12, 2025, recorded under Document No. 2025091678, Official Public Records of Travis County, Texas; and (ii) the Deed of Trust dated August 12, 2025, recorded under Document No. 2025091680, Official Public Records of Travis County, Texas (together, the "Lien Instruments").

By signing this Amendment, the undersigned consents to this Amendment, which will not be extinguished by foreclosure of the Lien Instruments or any other lien assigned to or for the benefit of the undersigned, or its affiliates, successors, or assigns; provided however, that nothing herein shall modify, alter or amend the Lien Instruments as between the undersigned and the borrower thereunder.

SIGNED on the 2nd day of October, 2025.

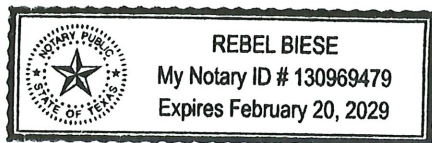
FIRST NATIONAL BANK TEXAS,
a Texas bank

By: [Signature]
Name: Jeff Bridges
Title: Market President

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me this 2nd day of October, 2025 by Jeff Bridges, Market President of First National Bank Texas, a Texas bank, on behalf of said bank.



[Signature]
NOTARY PUBLIC, State of Texas

Attachment 1 – Pfluger Tract

34.424 ACRE TRACT
JOHN LEISSE SURVEY NO. 18, ABSTRACT NO. 496
TRAVIS COUNTY, TEXAS

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 34.424 ACRE TRACT SITUATED IN THE JOHN LEISSE SURVEY NUMBER 18, ABSTRACT NUMBER 496, BEING A PORTION OF A CALLED 15.623 ACRE TRACT (EXHIBIT A), A PORTION OF A CALLED 15.967 ACRE TRACT (EXHIBIT B), AND A PORTION OF A CALLED 16.925 ACRE TRACT (EXHIBIT C) CONVEYED TO TEXAS GULF BANK, N.A., AS TRUSTEE OF THE MANAGEMENT TRUST FOR THE BENEFIT OF HOLLY JEAN PFLUGER BY DEED RECORDED IN DOCUMENT NUMBER 2015193607, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 34.424 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped 1/2 inch iron rod found stamped "PAPE DAWSON" at a corner on the west line of a called 155.053 acre tract conveyed to Starlight Homes Texas L.L.C. by deed recorded in Document Number 2024084981, O.P.R.T.C.TX., being the northeast corner of said 16.925 acre tract, same being the northeast corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the east line of said 16.925 acre tract, the east line of said 15.967 acre tract, the east line of said 15.623 acre tract, with the west line of said 155.053 acre tract, and with the north line of a called 25.250 acre tract (Tract 3) conveyed to The City of Pflugerville by deed recorded in Document Number 2017099899, O.P.R.T.C.TX., the following two (2) courses and distances:

1. S27°29'32"W, passing at a distance of 271.00 feet a capped 1/2 inch iron rod found stamped "T15" at the southeast corner of said 16.925 acre tract and the northeast corner of said 15.967 acre tract, continuing for a total distance of 423.58 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at a corner on the west line of said 155.053 acre tract, being at a corner on the north line of said 25.250 acre tract,
2. S27°31'40"W, passing at a distance of 207.12 feet offset to the right 0.21 feet a capped 1/2 inch iron rod found stamped "T15" at the southeast corner of said 15.967 acre tract and the northeast corner of said 15.623 acre tract, continuing for a total distance of 576.00 feet to a capped 1/2 inch iron rod found stamped "PAPE DAWSON" at the southeast corner of said 15.623 acre tract and of the herein described tract, being at a corner on the north line of said 25.250 acre tract,

THENCE, N61°44'59"W, with the south line of said 15.623 acre tract, with the north line of said 25.250 acre tract, with the north line of the remainder of a called 85.00 acre tract (Tract 2) conveyed to CE Development, Inc. by deed recorded in Document Number 2015162822, O.P.R.T.C.TX., and with the east line of Lot 82A, Block A, CARMEL WEST PHASE 3 SECTION 2, a subdivision recorded in Document Number 202100069, O.P.R.T.C.TX., passing at a distance of 1,341.08 feet a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner on the east line of said Lot 82A, continuing for a total distance of 1,397.03 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for the southwest corner of the herein described tract,

THENCE, with the east line of said Lot 82A, over and across said 15.623 acre tract, said 15.967 acre tract, and said 16.925 acre tract, the following four (4) courses and distances, numbered 1 through 4:

1. N02°00'45"E, a distance of 417.92 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
2. N07°59'20"E, a distance of 237.40 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
3. S65°34'29"E, a distance of 160.89 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner, and
4. N27°51'10"E, a distance of 364.97 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" on the west line of said 155.053 acre tract, being a corner on the east line of said Lot 82A, for the northwest corner of the herein described tract, from which a capped 1/2 inch iron rod found stamped "RJ

34.424 ACRE TRACT
JOHN LEISSE SURVEY NO. 18, ABSTRACT NO. 496
TRAVIS COUNTY, TEXAS

SURVEYING" at a common corner of said Lot 82A and said 155.053 acre tract bears N62°45'21"W, a distance of 242.25 feet,

THENCE, S62°45'21"E, with the common line of said 155.053 acre tract and said 16.925 acre tract, a distance of 1,493.37 feet to the POINT OF BEGINNING and containing 34.424 acres of land, as shown on the attached ALTA/NSPS Land Title Survey.

Surveyed by: John D Kipp 10/22/2024

John David Kipp, R.P.L.S. No. 5844
Carlson, Brigrance & Doering, Inc.
REG.#10024900
5501 West William Cannon Drive
Austin, TX 78749
Ph: 512-280-5160
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BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)
SURVEY DATE: OCTOBER 21, 2024

J:\AC3D\5545\Survey\METES AND BOUNDS\M&B - PFLUGER TRACT - 34.424 AC.docx - Page 2 of 2

Attachment 2 – Carmel East Phase 5 Land

14.629 ACRES
JOHN LEISSE SURVEY NO. 18,
ABSTRACT NO. 406
TRAVIS COUNTY

METES & BOUNDS

BEING A 14.629 ACRE TRACT OF LAND SITUATED IN THE JOHN LEISSE SURVEY NUMBER 18, ABSTRACT NUMBER 496, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 34.424 ACRE TRACT CONVEYED TO HOLLY JEAN PFLUGER BY DEED RECORDED IN DOCUMENT NUMBER 2024123605, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 14.629 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped 1/2 inch iron rod found stamped "PAPE DAWSON" at the northeast corner of said 34.424 acre tract, same being an angle point on the west line of a 155.053 acre tract conveyed to Starlight Homes Texas L.L.C. by deed recorded in Document Number 2024084981, O.P.R.T.C.TX., for the northeast corner and **POINT OF BEGINNING** of the herein described tract,

THENCE S27°29'32"W, with the common line of said 34.424 acre tract and said 155.053 acre tract, a distance of 269.20 feet to a calculated point,

THENCE over and across said 34.424 acre tract, the following twenty-one (21) courses and distances, numbered 1 through 21,

- 1) N62°46'11"W, a distance of 62.81 feet to a calculated point,
- 2) S27°02'30"W, a distance of 100.00 feet to a calculated point,
- 3) S11°17'46"W, a distance of 50.45 feet to a calculated point,
- 4) S33°37'02"W, a distance of 82.82 feet to a calculated point,
- 5) S36°26'49"W, a distance of 101.52 feet to a calculated point for the southeast corner of the herein described tract, from which a capped 1/2 iron rod found stamped "PAPE DAWSON" at the southeast corner of said 34.424 acre tract, same being an angle point on the north line of a 25.250 acre tract (Tract 3) conveyed to the City of Pflugerville by deed recorded in Document Number 2017099899, O.P.R.T.C.TX., bears S17°13'52"W, a distance of 405.50 feet,
- 6) N62°43'06"W, a distance of 371.20 feet to a calculated point,
- 7) N53°13'40"W, a distance of 50.70 feet to a calculated point,
- 8) N63°38'58"W, a distance of 277.10 feet to a calculated point,
- 9) N04°16'10"E, a distance of 132.65 feet to a calculated point at the beginning of a curve to the right,
- 10) Along said curve to the right, having a radius of 325.00 feet, an arc length of 74.39 feet, and a chord that bears N51°16'47"W, a distance of 74.23 feet to a calculated point,
- 11) N44°43'20"W, a distance of 68.28 feet to a calculated point,
- 12) N49°00'00"W, a distance of 101.85 feet to a calculated point,
- 13) N14°47'34"W, a distance of 31.08 feet to a calculated point,
- 14) N19°10'35"W, a distance of 82.48 feet to a calculated point,
- 15) N28°17'15"W, a distance of 61.16 feet to a calculated point,
- 16) N11°58'30"E, a distance of 44.49 feet to a calculated point,
- 17) N33°32'03"W, a distance of 34.59 feet to a calculated point,
- 18) N05°51'44"E, a distance of 67.10 feet to a calculated point,

- 19) N38°19'48"E, a distance of 56.20 feet to a calculated point,
20) N05°21'00"E, a distance of 64.14 feet to a calculated point,
21) N22°47'26"E, a distance of 62.37 feet to a calculated point on the north line of said 34.424 acre tract and the south line of said 155.053 acre tract, for the northwest corner of the herein described tract, from which a capped 1/2 inch iron rod found stamped "RJ SURVEYING" at the northwest corner of said 34.424 acre tract, same being an angle point on the east line of Lot 82A, Block A, Carmel West Phase 3 Section 2, a subdivision recorded in Document Number 202100069, O.P.R.T.C.TX., bears N62°45'21"W, a distance of 216.23 feet,

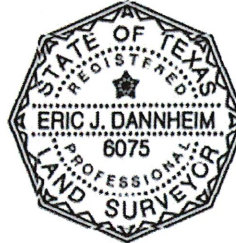
THENCE S62°45'21"E, with the common line of said 34.424 acre tract and said 155.053 acre tract, a distance of 1,277.14 feet to the **POINT OF BEGINNING** and containing 14.629 acres of land, as shown on the attached sketch.

Surveyed by:



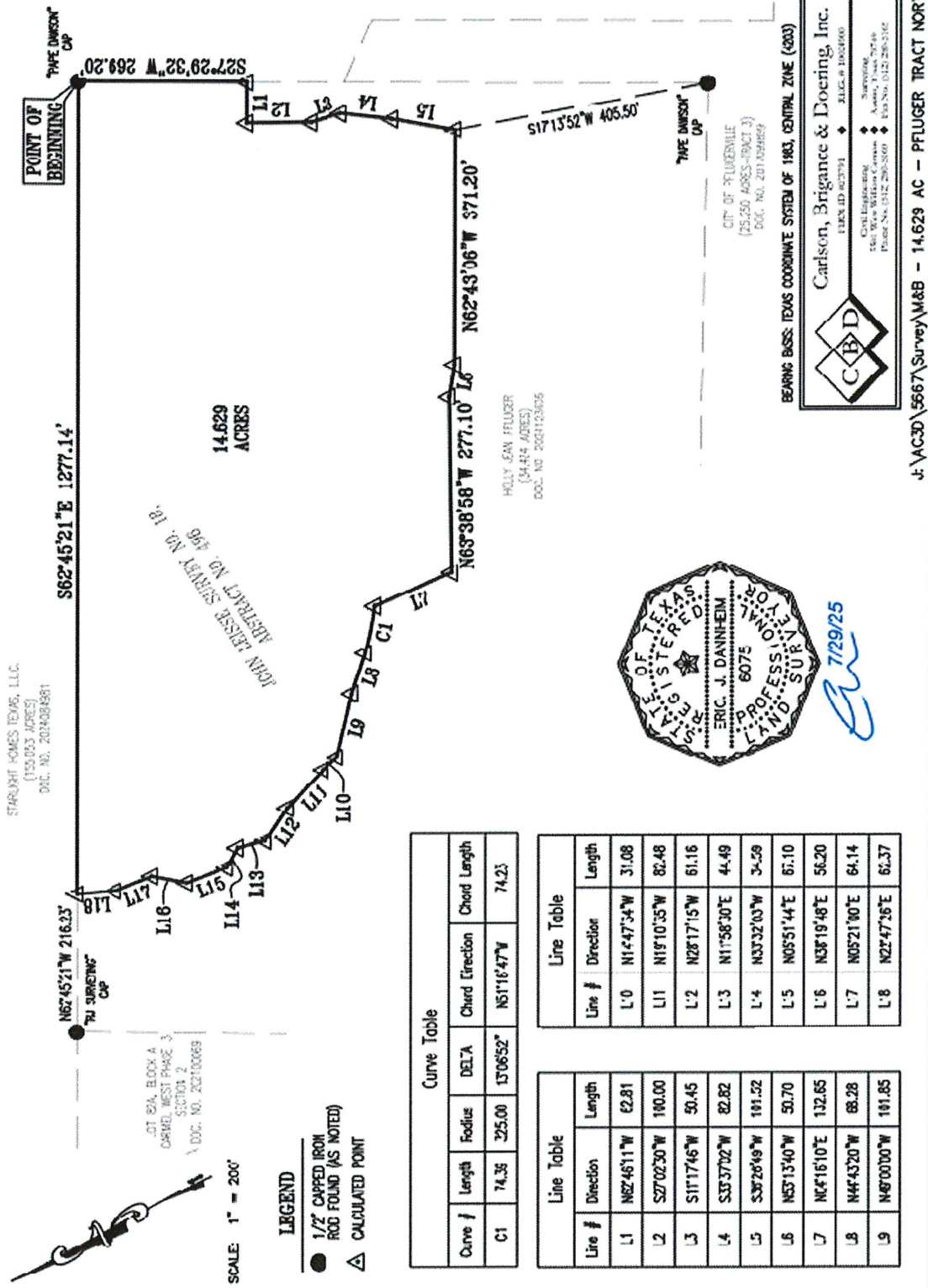
7/29/25

Eric J. Dannheim, R.P.L.S. NO. 6075
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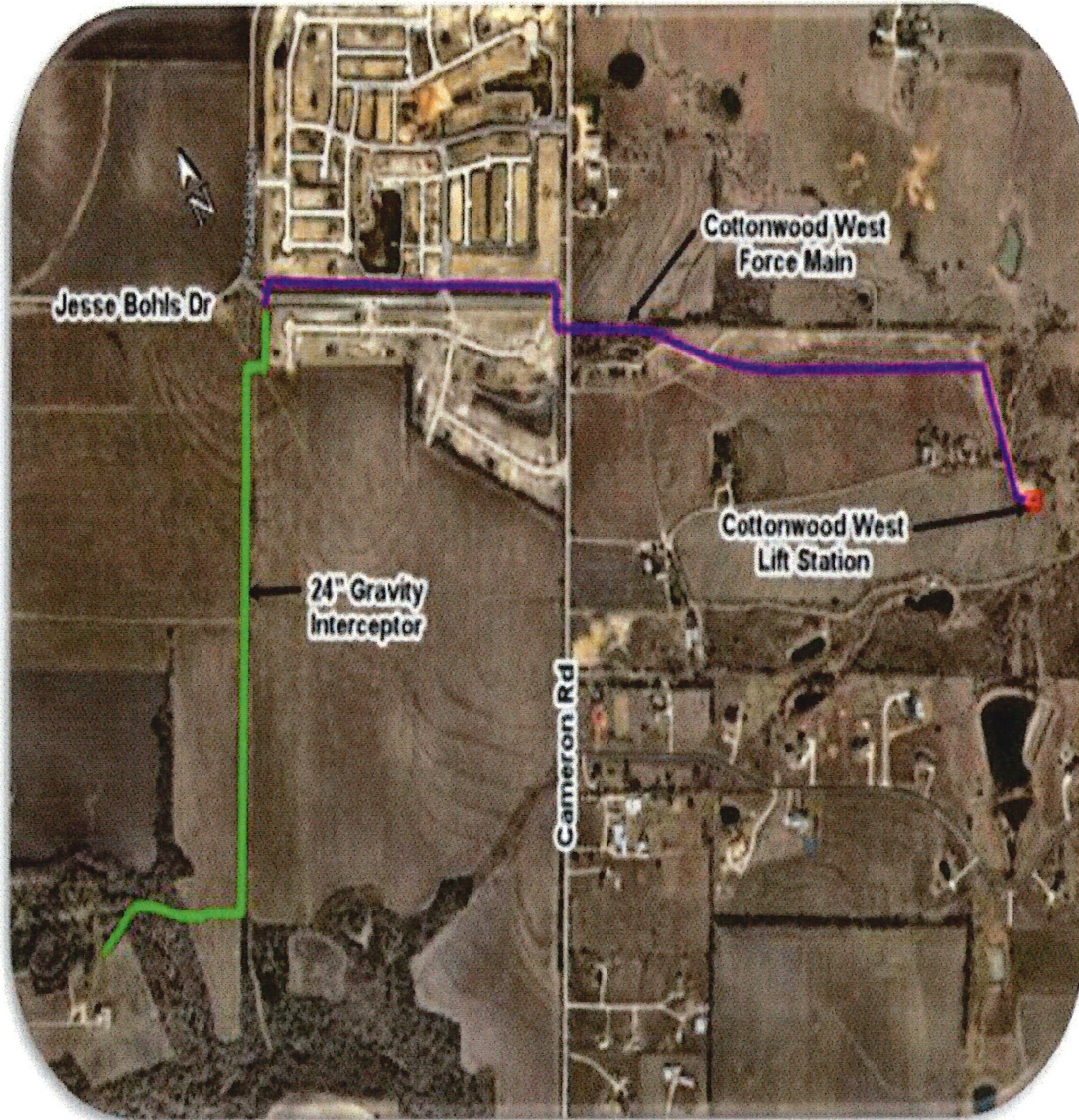
BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)
DATE OF SURVEY: OCTOBER 21, 2024

SKETCH TO ACCOMPANY FIELD NOTES



Attachment 3 – Depiction of 24" Gravity Interceptor

**Cottonwood West FM & Carmel East Interceptor
City of Pflugerville CIP Project - WW2022**



Attachment 4 – Pfluger Tract Remainder

19.795 ACRES
JOHN LEISSE SURVEY NO. 18,
ABSTRACT NO. 496
TRAVIS COUNTY

METES & BOUNDS

BEING A 19.795 ACRE TRACT OF LAND SITUATED IN THE JOHN LEISSE SURVEY NUMBER 18, ABSTRACT NUMBER 496, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 34.424 ACRE TRACT CONVEYED TO HOLLY JEAN PFLUGER BY DEED RECORDED IN DOCUMENT NUMBER 2024123605, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 19.795 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped 1/2 inch iron rod found stamped "RJ SURVEYING" at the northwest corner of said 34.424 acre tract, being an angle point on the west line of a 155.053 acre tract conveyed to Starlight Homes Texas L.L.C. by deed recorded in Document Number 2024084981, O.P.R.T.C.TX., same being the east line of Lot 82A, Block A, Carmel West Phase 3 Section 2, a subdivision recorded in Document Number 202100069, O.P.R.T.C.TX., for the northwest corner and **POINT OF BEGINNING** of the herein described tract,

THENCE S62°45'21"E, with the common line of said 34.424 acre tract and said 155.053 acre tract, a distance of 216.23 feet to a calculated point,

THENCE over and across said 34.424 acre tract, the following twenty-one (21) courses and distances, numbered 1 through 21,

- 1) S22°47'26"W, a distance of 62.37 feet to a calculated point,
- 2) S05°21'00"W, a distance of 64.14 feet to a calculated point,
- 3) S38°19'48"W, a distance of 56.20 feet to a calculated point,
- 4) S05°51'44"W, a distance of 67.10 feet to a calculated point,
- 5) S33°32'03"E, a distance of 34.59 feet to a calculated point,
- 6) S11°58'30"W, a distance of 44.49 feet to a calculated point,
- 7) S28°17'15"E, a distance of 61.16 feet to a calculated point,
- 8) S19°10'35"E, a distance of 82.48 feet to a calculated point,
- 9) S14°47'34"E, a distance of 31.08 feet to a calculated point,
- 10) S49°00'00"E, a distance of 101.85 feet to a calculated point,
- 11) S44°43'20"E, a distance of 68.28 feet to a calculated point at the beginning of a curve to the left,
- 12) Along said curve to the left, having a radius of 325.00 feet, an arc length of 74.39 feet, and a chord that bears S51°16'47"E, a distance of 74.23 feet to a calculated point,
- 13) S04°16'10"W, a distance of 132.65 feet to a calculated point,
- 14) S63°38'58"E, a distance of 277.10 feet to a calculated point,
- 15) S53°13'40"E, a distance of 50.70 feet to a calculated point,
- 16) S62°43'06"E, a distance of 371.20 feet to a calculated point,
- 17) N36°26'49"E, a distance of 101.52 feet to a calculated point,
- 18) N33°37'02"E, a distance of 82.82 feet to a calculated point,
- 19) N11°17'46"E, a distance of 50.45 feet to a calculated point,
- 20) N27°02'30"E, a distance of 100.00 feet to a calculated point, and

21) S62°46'11"E, a distance of 62.81 feet to a calculated point on the east line of said 34.424 acre tract, same being the west line of said 155.053 acre tract, for the northeast corner of the herein described tract,

THENCE S27°31'13"W, with the east line of said 34.424 acre tract, the west line of said 155.053 acre tract and the north line of a 25.250 acre tract (Tract 3) conveyed to the City of Pflugerville by deed recorded in Document Number 2017099899, O.P.R.T.C.TX., passing a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at a distance of 154.37 feet, being an angle point on the west line of said 153.053 acre tract, same being the northeast corner of said 25.250 acre tract, and continuing for a total distance of 730.37 feet to a capped 1/2 inch iron rod found stamped "PAPE DAWSON" at the southeast corner of said 34.424 acre tract, same being an angle point on the north line of said 25.250 acre tract, for the southeast corner of the herein described tract,

THENCE N61°44'59"W, with the south line of said 34.424 acre tract, the north line of said 25.250 acre tract, the north line of the remainder of an 85.00 acre tract conveyed to CE Development, Inc. by deed recorded in Document Number 2015162822, O.P.R.T.C.TX., and the east line of said Lot 82A, passing at a distance of 1,341.08 feet a capped 1/2 inch iron rod found stamped "RJ SURVEYING" on the east line of said Lot 82A, and continuing for a total distance of 1,397.03 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" at an angle point on the east line of said Lot 82A, same being the southeast corner of said 34.424 acre tract and the herein described tract,

THENCE with the common line of said 34.424 acre tract and said Lot 82A, the following four (4) courses and distances, numbered 1 through 4:

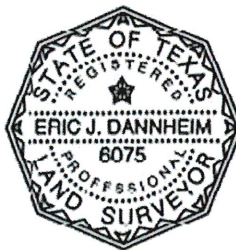
- 1) N02°00'45"E, a distance of 417.92 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING",
- 2) N07°59'20"E, a distance of 237.40 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING",
- 3) S65°34'20"E, a distance of 160.89 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING", and
- 4) N27°51'10"E, a distance of 364.97 feet to the **POINT OF BEGINNING** and containing 19.795 acres of land, as shown on the attached sketch.

Surveyed by:



7/29/25

Eric J. Dannheim, R.P.L.S. NO. 6075
Carlson, Brigance & Doering, Inc.
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Phone: 512-280-5160
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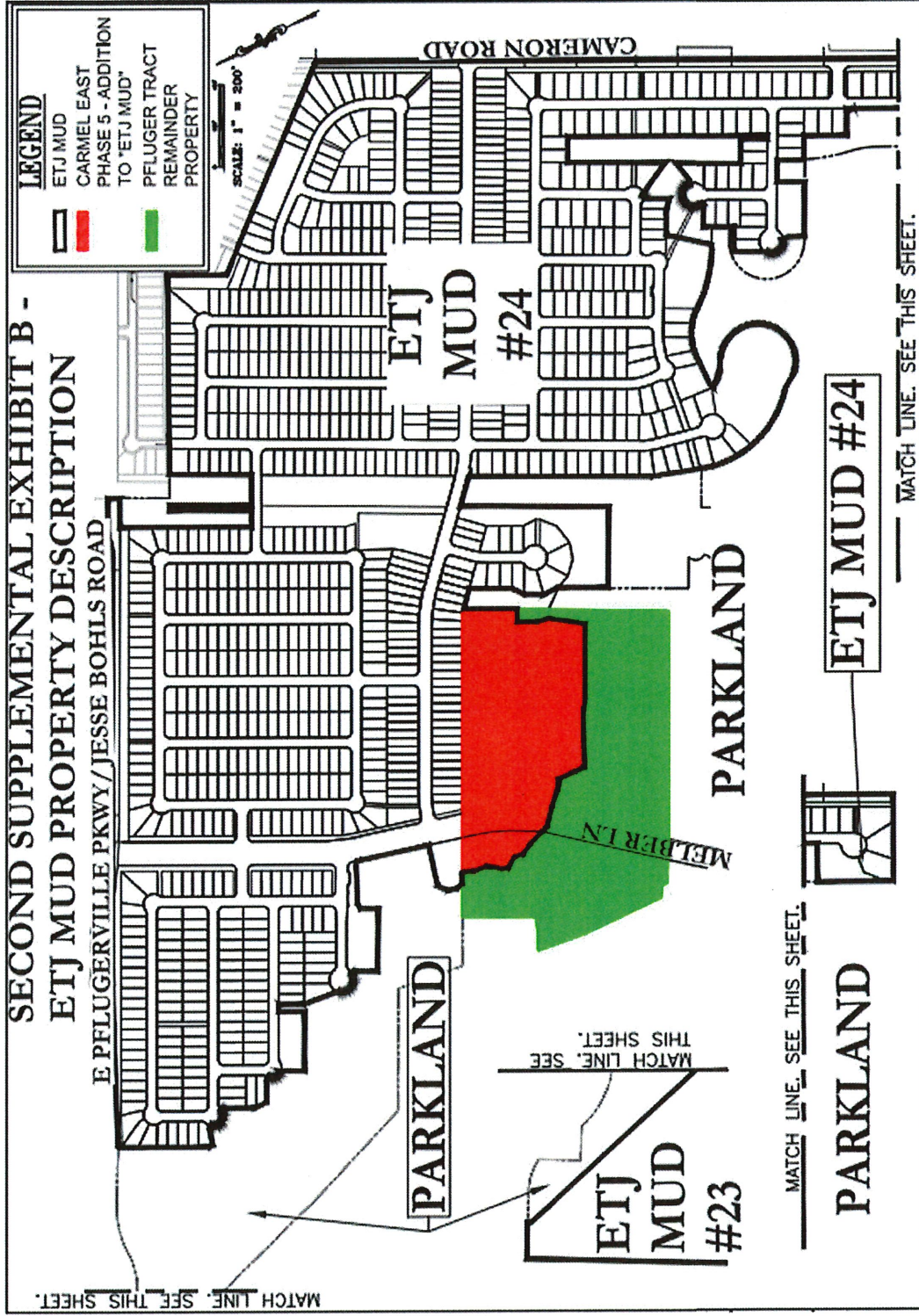


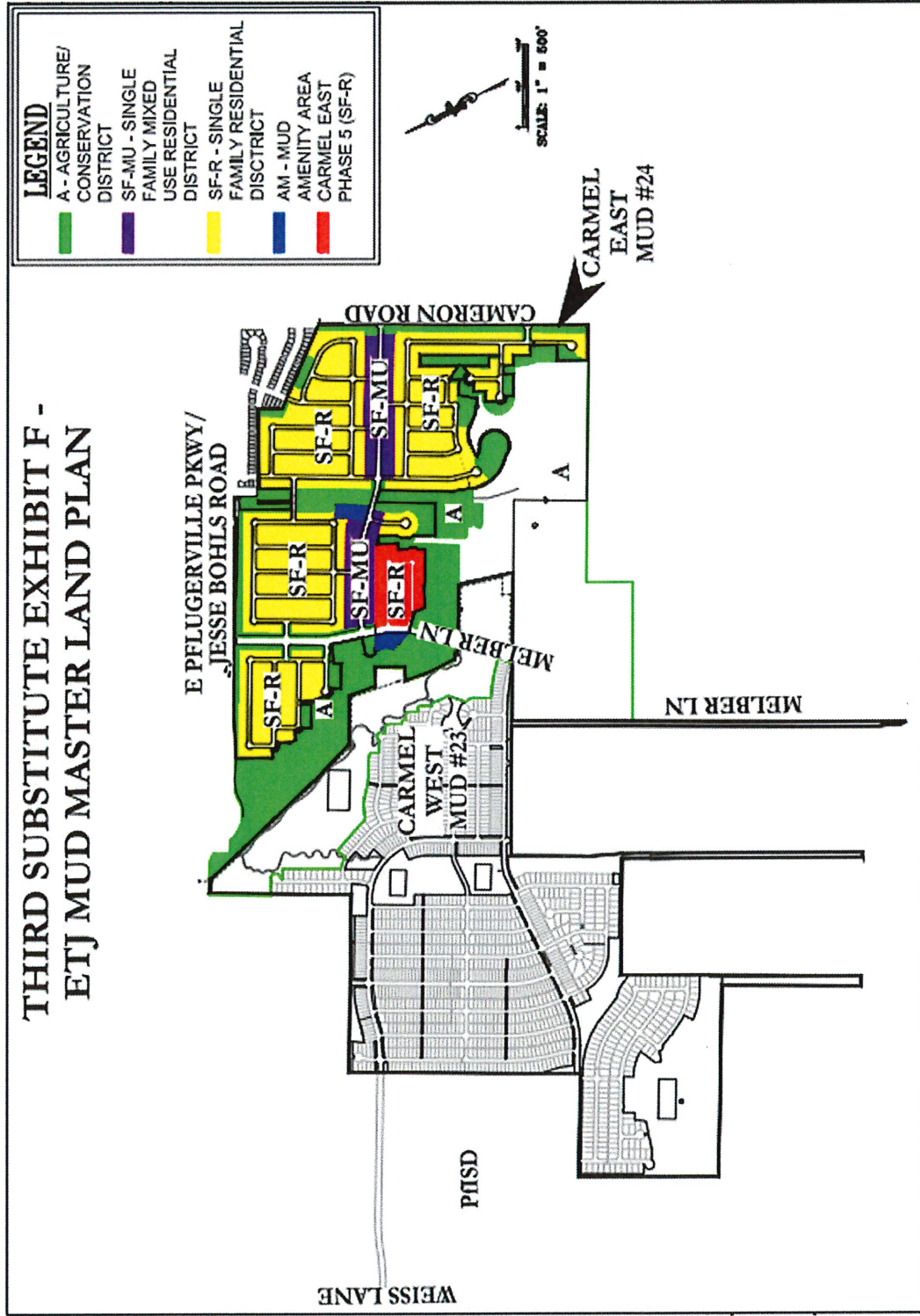
BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)
DATE OF SURVEY: OCTOBER 21, 2024

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Second Supplemental Exhibit B - MUD 24 (Proposed ETJ MUD) Property Description





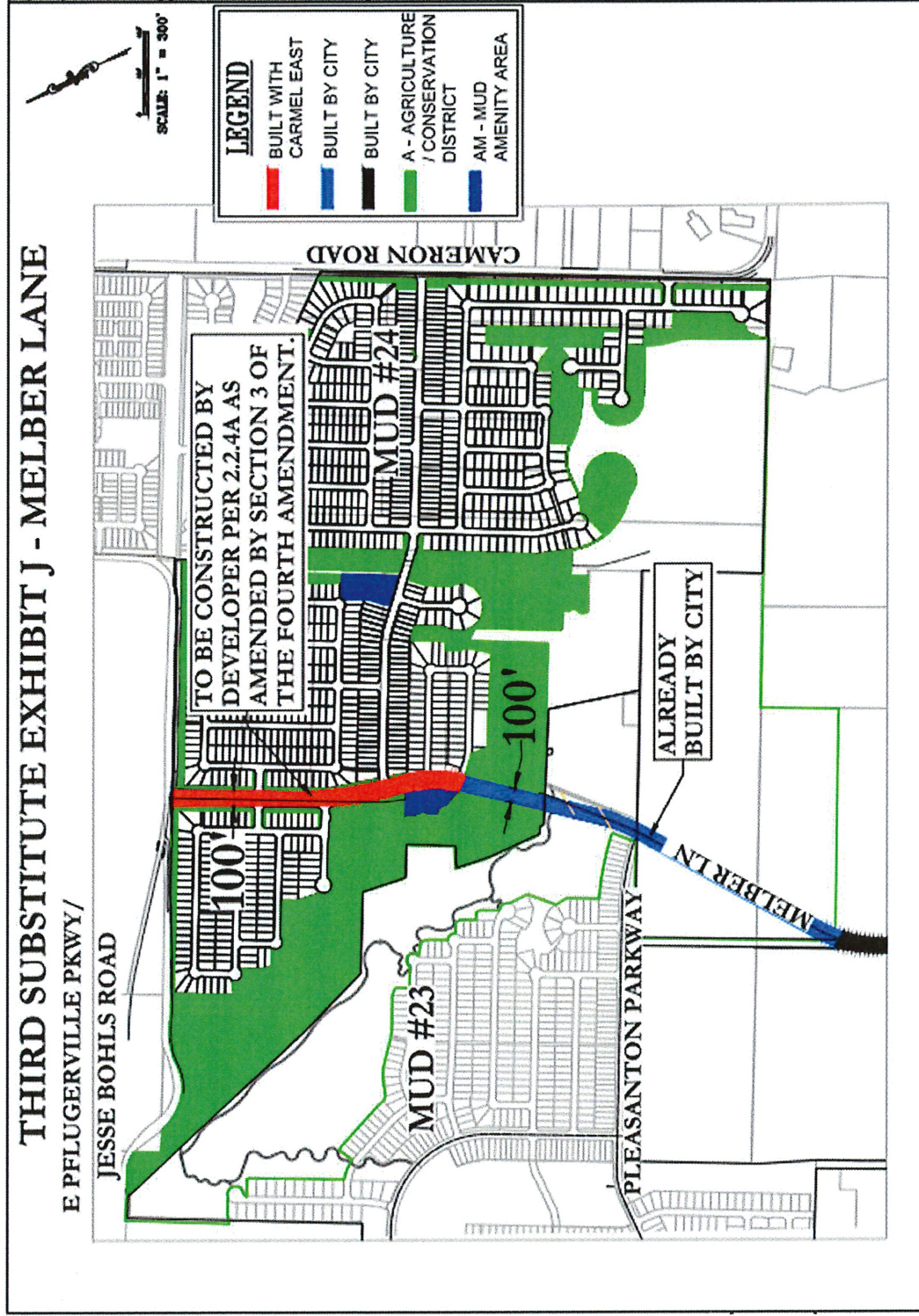


Exhibit J-2 – Melber Lane

