

**FIRST AMENDMENT TO LAKESIDE MEADOWS PUBLIC IMPROVEMENT
DISTRICT REIMBURSEMENT AGREEMENT**

This First Amendment to Lakeside Meadows Public Improvement District Reimbursement Agreement (this “First Amendment”) is executed between the City of Pflugerville, Texas (“City”) and Lakeside Meadows LLC, a Texas limited liability company (the “Developer”) (the Developer and the City each individually referred to as a “Party” and collectively as the “Parties”) effective as of June 9, 2026 (the “Effective Date”).

RECITALS

WHEREAS, on May 12, 2020, the City Council of the City (the “City Council”) approved Resolution No. 1763-20-05-12-0721 (the “Original Creation Resolution”) creating the Lakeside Meadows Public Improvement District (the “District”); and

WHEREAS, on June 14, 2022, the City Council approved that certain Lakeside Meadows Public Improvement District Reimbursement Agreement by and between the City and the Developer (the “Reimbursement Agreement”); and

WHEREAS, on September 13, 2022, the City Council approved Resolution No. 1991-22-09-13-1014, which amended the Original Creation Resolution; and

WHEREAS, on May 14, 2024, the City Council approved Ordinance No. 1626-24-0514 (the “Assessment Ordinance”), which levied assessments on property comprising approximately 318.758 acres of land within the District (“Improvement Area #1”) and approximately 96.603 acres of land within the District (“Improvement Area #2”) and adopted a Service and Assessment Plan for the District which contained the Improvement Area #1 Assessment Roll and the Improvement Area #2 Assessment Roll (each as defined in the Service and Assessment Plan) for Improvement Area #1 and Improvement Area #2, respectively; and

WHEREAS, the Developer has entered into that certain Purchase, Sale and Assignment Agreement (the “Sale and Assignment Agreement”) with ORIX PUBLIC FINANCE, LLC, a Delaware limited liability company (“Orix or “Transferee”), whereby the Developer will sell, transfer, deliver and assign a portion of the Developer’s right, title, interest, estate, claims and demands in and to reimbursement for the costs of the Authorized Improvements, specifically with respect to the Reimbursement Obligation repayment from Assessments to be collected into the “Future Assessment Revenue Account” hereinafter defined; and

WHEREAS, Developer will retain the remaining portion of the Reimbursement Obligation, (the “Past Assessment Revenue Account” hereinafter defined) that will be used to pay for (a) City consultant fees; (b) PID administration fees; (c) the Weiss Lane Connection Project; (d) the Pedestrian Bridge Project; (e) the Pond A Drainage Improvements; (f) the Park Amenities; and (g) Developer’s consultant costs. The remaining balance of the Past Assessment Revenue will be used to reimburse the Developer for Public Improvement costs that Developer has spent but not previously reimbursed; and

WHEREAS, pursuant to the Assessment Ordinance and the 2025 Annual Service and Assessment Plan update, the interest rate for the Improvement Area #1 Assessments and the Improvement Area #2 Assessments is 6.75%; and

WHEREAS, the Developer and the City have agreed to amend the interest rate within this First Amendment to reflect the interest rate contained in the Assessment Ordinance and the Service and Assessment Plan; and to clarify certain definitional terms relating to the Reimbursement Obligation for Improvement Area #1 and Improvement Area #2 as set forth in the Service and Assessment Plan; to establish a Past Assessment Revenue Account and a Future Assessment Revenue Account within the Operating Fund; to establish and provide distribution instructions for separate subaccounts within the Past Assessment Revenue Account; and to establish and provide distribution instructions for the Future Assessment Revenue Account; and

WHEREAS, the Parties acknowledge that the City approved the 2025 Annual Service Plan Update and 2025 Assessment Roll by ordinance number 1679-25-09-09. The Parties agree to amend and restate the Service and Assessment Plan (the “2026 Service and Assessment Plan” or “2026 SAP”) concurrently with its approval of this First Amendment. All references herein to the “Service and Assessment Plan” include all amendments, restatements, and/or updates to the 2026 Service and Assessment Plan; and

WHEREAS, the City has collected \$5,694,431.31 of Pledged Revenue for Improvement Area #1 of the District (consisting of \$589,213.98 in principal, \$3,445,435.68 in interest and \$1,659,781.65 in prepayments). The City has collected \$266,002.50 of Pledged Revenue for Improvement Area #2 of the District (consisting of \$39,000.00 in principal and \$227,002.50 in interest). The total of \$5,960,433.81 Pledged Revenue for Improvement Area #1 and Improvement Area #2 combined, with any interest earned up to 2026, and is referred to herein as the “Past Assessment Revenue”; and

WHEREAS, the City agrees to deposit the Past Assessment Revenue into a separate interest-bearing account of the Operating Fund to be released pursuant to the terms of this Agreement and that may only be used for reimbursement in connection with: (a) City consultant fees for which the Developer will draw and has assigned pursuant to this Agreement to the City a total payment of \$315,000.00; (b) PID administration fees of \$51,000.00 to pay the City’s PID administrator; (c) the Weiss Lane Connection Project; (d) the Pedestrian Bridge Project; (e) the Pond A Drainage Improvements cost increase in the 2026 SAP; f) the Park Amenities cost increase in the 2026 SAP; (g) Developer’s consultant costs; and (h) the release of the remaining balance of the Past Assessment Revenue, used to reimburse the Developer for Public Improvement costs that Developer has spent but not previously reimbursed; and

WHEREAS, the City agrees to deposit any Assessments identified and collected in accordance with the 2026 Service and Assessment Plan and subsequent Service and Assessment Plans, together with any future prepayments, into a separate interest-bearing account of the Operating Fund to be released pursuant to the terms of the this Agreement and may only be used for reimbursement to the Developer or Orix, as their assignee or Transferee, in connection with Public Improvement costs expended by the Developer for the construction of Authorized Improvements as approved by the City; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this First Amendment are true and correct and are incorporated as part of this First Amendment for all purposes.

2. Definitions. Capitalized terms not defined herein shall have the meaning ascribed in the Reimbursement Agreement or the Service and Assessment Plan, as applicable.

3. Public Improvements. The Parties agree that the “MIA Improvements” as defined in the Reimbursement Agreement means the “Public Improvements” identified in the Service and Assessment Plan constructed for the benefit of Improvement Area #1 and Improvement Area #2 for which costs and Assessments have been allocated and levied.

4. Reimbursement Obligation. Section 5 of the Reimbursement Agreement is deleted in its entirety and replaced with the following:

(a) Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Developer, and the Developer shall be entitled to receive from the City an amount not to exceed \$27,616,051.44 for the Actual Costs of Public Improvements (the “Reimbursement Obligation”), plus interest, in accordance with the terms of this Reimbursement Agreement until paid in full but not beyond the payment due in 2054 as identified in the 2026 SAP. It is hereby acknowledged that the City is not responsible hereunder for any amount of Public Improvements Costs in excess of the amount of the Assessments collected. The Reimbursement Obligation, plus accrued and unpaid interest, shall be payable to the Developer, their assignee or Transferee, subject to any exceptions set forth in this First Amendment, solely from the Assessments deposited in the Operating Fund or to be collected. The Reimbursement Obligation is authorized by the PID Act, is hereby approved by the City Council, and represents the total allowable costs assessed against Assessed Property in the District for the Public Improvements. The City shall not take any action, or consent to any action taken by a third party for which City’s consent is required, intended to reduce the amount of Assessments beyond the amounts contemplated annually due to the collection of annual instalments in the 2026 SAP, and/or any prepayments that may be collected and processed accordingly, unless allowed by law and with at least thirty (30) days written notice to Developer, any assignee or Transferee that the City has proper notice.

(b) The interest rate paid on the Reimbursement Obligation shall be 6.75%. Notwithstanding the preceding clause, and in accordance with the PID Act, the interest rate on any unpaid Reimbursement Obligation due under this Reimbursement Agreement (i) may not exceed, for a period of not more than five years, as determined by the City, five percent above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City and reported in the month before the date the obligation was incurred; and (ii) after the period described in (i), may not exceed two percent above the bond index rate described by (i). The interest rate described herein was approved by the City Council with the adoption of the Assessment Ordinance and was found to be in compliance with the foregoing. Interest will continue to accrue on the outstanding

Reimbursement Obligation in accordance with the debt service schedule as provided in the 2026 SAP.

(c) The City agrees to deposit the Past Assessment Revenue in the specified amounts into a separate interest-bearing account of the Operating Fund (the “Past Assessment Revenue Account”) to only be used for reimbursement as set forth below and to be released pursuant to the terms of this Agreement:

(i) City Consultant Fees: Developer will draw for approved Lakeside Meadows PID invoices, for which the Developer has provided the City with proof of Public Improvement costs spent by the Developer and approved by the City, and hereby assigns to the City, a total payment of THREE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS \$315,000.00 from the Past Assessment Revenue Account for the City to pay City consultants;

(ii) PID Administration Fees: Developer will draw for approved Lakeside Meadows PID invoices, for which the Developer has provided the City with proof of Public Improvement costs spent by the Developer and approved by the City, and hereby assigns to the City, a total payment of FIFTY-ONE THOUSAND DOLLARS AND NO/100 DOLLARS \$51,000.00 from the Past Assessment Revenue Account for the City to pay the City’s PID Administrator;

(iii) Weiss Lane Connection Subaccount. From funds withdrawn from the Past Assessment Revenue Account, the City agrees to create and fund an interest-bearing subaccount called the “Weiss Lane Connection Subaccount” and to deposit ONE MILLION SIX HUNDRED THREE THOUSAND FOUR HUNDRED SIXTY-FIVE AND 89/100 DOLLARS (\$1,603,465.89). The Weiss Lane Connection Subaccount will be used to reimburse NP Lakeside 130, LLC pursuant to the WEISS LANE CONNECTION PROJECT REIMBURSEMENT and ASSIGNMENT AGREEMENT AND CITY CONSENT between NP Lakeside 130, LLC and the Developer, consented to by the City, also known as the Weiss Lane Connection project (which includes the right-of-way for the East Extension (Colorado Sands Drive)), included in the 2026 Service and Assessment Plan as an Authorized Improvement and as shown on the Public Improvement Map and Descriptions attached as **Exhibit D** (the “Weiss Lane Connection Project”);

(iv) Pedestrian Bridge Subaccount: From funds from the Past Assessment Revenue Account, the City agrees to create and fund an interest-bearing subaccount called the “Pedestrian Bridge Subaccount” and to deposit ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO/100 DOLLARS (\$1,500,000.00). The Pedestrian Bridge Subaccount will be used to fund the City’s construction of the Pedestrian Bridge project. The City and the Developer consented to the obligation of the City to build, or cause to be built, the Pedestrian Bridge and receive reimbursement from this subaccount for costs incurred from that project, which is in the Service and Assessment Plan as and Authorized Improvement and described in more detail as shown on the Public Improvement Map and Descriptions attached as **Exhibit D** (the “Pedestrian Bridge Project”);

(v) Developer Consultant Costs: Developer will draw for approved Lakeside Meadows PID invoices, for which the Developer has approved and provided the City with proof of Public Improvement costs spent by the Developer, and approved by the City, and hereby agreed to and assigned by the Developer, a total payment of THREE HUNDRED THOUSAND DOLLARS AND NO/100 DOLLARS (\$300,000.00) from the Past Assessment Revenue Account for the City to pay Developer's consultants, which payment instructions will be provided to the City by the Developer's consultants; and

(vi) Reservation of Escrowed Funds: Within the Past Assessment Revenue Account, the amount of \$1,035,049.70 will be held in an interest bearing escrow account by the City as reserved restricted funds, to be used to reimburse the Developer for Public Improvement costs noted in 1.) and 2.) below, and as provided by the Developer, that the Developer has spent or will expend in finalizing construction, and for which the Developer is in the process of submitting invoices to be reviewed by the City (the "Escrowed Funds"). All improvements below are Authorized Improvements per the 2026 SAP.

1. Pond A Expansion: (Venkat Drainage Improvements) with an estimated cost of \$337,922.50, as shown on **Exhibit E** (the "Pond A Drainage Improvements"); have been completed and within 10 days of receipt of a draw package from the PID Administrator, the City shall execute the Certificate of Payment certifying costs and funds shall be released to the Developer within 10 business days after completion of the draw process, which shall be processed in the same manner as previous draws by the PID Administrator.

2. Park Amenities: consisting of the hike and bike trail connection to the Ironwood development, with an estimated cost of \$633,752.00, as shown on **Exhibit E**, and park improvements (lighting, park benches, bike repair station) which trail and park improvements shall be constructed on top of the open spaces, as shown on **Exhibit F**, (collectively the "Park Amenities"). 110% of the costs of the Park Amenities, which is a total of \$697,127.20, will be held by the City as part of the Escrowed Funds until the Park Amenities have been constructed and completed. Within 10 days of receipt of a draw package from the PID Administrator, the City shall execute the Certificate of Payment certifying costs or provide in writing to the Developer any outstanding issues not completed on the punch list.

The City agrees to inspect the Park Amenities within thirty (30) days after written notice from Developer that these improvements are complete and provide a punch list or certify the project is complete. Once punch list items are completed, within fifteen (15) days after written notice from Developer that these improvements are complete the City agrees to inspect and to provide a punch list or certify the project is complete.

(d) Past Assessment Revenue Account Residual Funds: After allocation of the amounts noted in Section 4(c) above, \$1,155,918.22 from funds remaining in the Past Assessment Revenue Account, will be wired to Developer within ten business days after the Effective Date of this First Amendment.

(e) Timing and Authorization of Distributions from the Past Assessment Revenue Account. The Parties hereby agree that within one (1) business day after the Effective Date of this First Amendment, if not already completed, the City shall deliver an executed copy of the Certificate for Payment for draws 1, 3, 4 and 5, which have currently been submitted by the Developer and reviewed by the PID Administrator. The City within ten (10) business days will then process the necessary draws, signatures, account openings and related action to cause the amounts to be properly distributed as described in Section 4(c).

(f) The City and the Developer hereby acknowledge and agree that the City's distribution of \$3,718,465.89 and any interest that may be earned thereon, regardless of to whom the dollars are distributed from the Past Assessment Revenue Account of the Operating Fund, as described above in Sections 4(c) serves as full payment and satisfaction by and to the Developer for any obligations it may have regarding: (i) the fees owed to the City's consultants and professionals and the Developer's consultant, (ii) the design and/or construction of the Weiss Lane Connection Project, and (iii) the design and/or construction of the Pedestrian Bridge Project.

(g) The City agrees that any Assessments identified and collected from the 2026 Service and Assessment Plan shall be deposited into a separate reserved and restricted interest-bearing account of the Operating Fund (the "Future Assessment Revenue Account") to be released pursuant to the terms this Agreement and that may only be used to reimburse Orix, as a transferee of the Developer, for Public Improvement costs that Developer has spent and that have been approved by the City. The principal amount of Assessments outstanding per the 2026 Service and Assessment Plan, and as acknowledged and agreed to by the City and the Developer and Transferee is \$25,206,457.81.

5. Annual Installment Schedule. The annual installment schedules for the Improvement Area #1 and the Improvement Area #2 Assessments approved by the City in the 2026 Service and Assessment Plan, as approved, are incorporated herein for all purposes.

6. Miscellaneous. The Parties hereby agree that the Reimbursement Agreement continues in full force and effect, except as amended hereby. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

7. Certificate of City Secretary and Acknowledgment and Consent to Sale and Assignment of Reimbursements. The City will deliver executed copies of the Certificate of City Secretary and Acknowledgment and Consent to Sale and Assignment of Reimbursements (the form of which is included as **Exhibit B**, Orix Sale and Assignment Agreement) to the Developer on June 9, 2026, on the date of execution and approval of this Agreement or thereafter June 9, 2026, if the first reading of the 2026 SAP is after that date, but in no event will the delivery of the

Certificate of City Secretary or the Acknowledgment and Consent to Sale and Assignment of Reimbursements be delayed beyond one (1) business day after the first reading of the 2026 SAP and date of execution of this Agreement.

8. Headings. Headings are included for convenience only and are not to be used in the interpretation of this First Amendment.

9. Governing Law. This First Amendment will be governed by and construed in accordance with the laws of the State of Texas.

10. Verifications of Statutory Representations and Covenants. Developer makes the following representations and covenants pursuant to Chapters 2252, 2270, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this First Amendment shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this First Amendment, notwithstanding anything in this First Amendment to the contrary.

(a) Not a Sanctioned Company. Developer represents 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, Government Code. The foregoing representation excludes the Owner 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.

(b) No Boycott of Israel. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this First Amendment. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this First Amendment. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. Developer 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

this First Amendment. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

11. Disclosure of Interested Parties. Developer hereby certifies that it has filed a Certificate of Interested Parties form, also known as a 1295 form, in compliance with Texas Government Code, Section 2252.908, if required, and shall update such certificate if required by law.

12. Signatures. To facilitate execution of this First Amendment, the parties may execute and exchange counterparts of the signature pages by electronic mail transmission or facsimile, which counterparts will be deemed original upon receipt.

13. Notice. Section 14 of the Reimbursement Agreement is deleted in its entirety and replaced with the following:

Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City:

City of Pflugerville
Attn: City Manager
100 East Main Street, Suite 300
Pflugerville, Texas 78691

With a copy to:

City of Pflugerville
Attn: City Attorney
100 East Main Street, Suite 300
Pflugerville, Texas 78691

If to Developer:

Lakeside Meadows LLC
4201 Marathon Blvd, Suite 201
Austin, Texas 78756
Attn: Charlie Nichols
Email: Chestito@aol.com

With a copy to:

Cinclair Law, PLLC
2221 Stanmore Ln.
Plano, Texas 75025
Attn: Prabha Cinclair
Email: prabha@cinclairlaw.com

ORIX Public Finance, LLC
2001 Ross Avenue, Suite 1900
Dallas, Texas 75201
Attn: Rob Wetzler
Email: Rob.Wetzler@orix.com

ORIX Corporation USA
2001 Ross Avenue, Suite 1900
Dallas, Texas 75201
Attn: Legal Department
Email: LegalTransactionsPE@orix.com

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the date written on the first page of this First Amendment.

CITY:

CITY OF PFLUGERVILLE, TEXAS

By: _____

Name: Doug Weiss

Title: Mayor

Date: June 9, 2026

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

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BEFORE ME, a Notary Public, on this day personally appeared, Doug Weiss, Mayor of the City of Pflugerville, Texas known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this 9th day of June 2026.

(SEAL)

Notary Public, State of Texas

[Signatures Continue on Next Page]

DEVELOPER:

LAKESIDE MEADOWS LLC, a Texas limited liability company

By: Minerva, Ltd., a Texas limited partnership,
its Manager

By: Mopac Financial, Inc., a Texas corporation,
its General Partner

By: _____
Name: Douglas B. Kadison
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of May 2026 by Douglas B. Kadison, President of Mopac Financial, Inc., a Texas corporation, General Partner of Minerva, Ltd., a Texas limited partnership, Manager of Lakeside Meadows LLC, a Texas limited liability company, on behalf of said entities.

Notary Public, State of Texas

(SEAL)

Name printed or typed
Commission Expires: _____

Exhibit A
(Reserved)

Exhibit B

Certificate of City Secretary and Acknowledgment and Consent to Sale and Assignment of Reimbursements (substantially in the form attached hereto)

- l) **Exhibit B-3**: Ordinance No. 1626-24-05-14 (the “Assessment Ordinance”), adopted on May 14, 2024, imposing a levy of assessments in Improvement Area #1 and Improvement Area #2 of the District and authorizing the execution of the Lakeside Meadows Public Improvement District Financing Agreement;
- m) **Exhibit B-4**: Proof of recordation of the Assessment Ordinance in Travis County, Texas filed under Instrument No. 2024053580 on May 16, 2024;
- n) **Exhibit B-5**: That certain Lakeside Meadows Public Improvement District Financing Agreement, between the City and Lakeside Meadows, LLC, a Texas limited liability company (the “Developer”), dated as of May 14, 2024 (the “Financing Agreement”);
- o) **Exhibit B-6**: That certain Lakeside Meadows Public Improvement District Reimbursement Agreement, between the City and the Developer, dated as of June 14, 2022;
- p) **Exhibit B-7**: That certain Landowner Agreement and Notice of Assessment (Lakeside Meadows Public Improvement District), between the City and the Developer, dated as of April 11, 2024;
- q) **Exhibit B-8**: That certain Landowner Agreement and Notice of Assessment (Lakeside Meadows Public Improvement District), between the City and VATGA Developers, LLC, a Texas limited liability company, dated as of April 11, 2024;
- r) **Exhibit B-9**: That certain Landowner Agreement and Notice of Assessment (Lakeside Meadows Public Improvement District), between the City and NP Lakeside 130, LLC, a Missouri limited liability company (“NP Lakeside 130”), dated as of April 17, 2024;
- s) **Exhibit B-10**: That certain Landowner Agreement and Notice of Assessment (Lakeside Meadows Public Improvement District), between the City and Brightland Homes, Ltd., a Texas limited partnership, dated as of April 17, 2024;
- t) **Exhibit B-11**: That certain Landowner Agreement and Notice of Assessment (Lakeside Meadows Public Improvement District), between the City and Meritage Homes of Texas, LLC, an Arizona limited liability company, dated as of April 17, 2024;
- u) **Exhibit B-12**: That certain Landowner Agreement and Notice of Assessment (Lakeside Meadows Public Improvement District), between the City and Pecan Commerce Center ILP, LLC, a Delaware limited liability company, dated as of April 11, 2024;
- v) **Exhibit B-13**: That certain Landowner Agreement and Notice of Assessment (Lakeside Meadows Public Improvement District), between the City and Pecan Commerce Center ILP, LLC, a Delaware limited liability company, dated as of April 11, 2024;
- w) **Exhibit B-14**: That certain Landowner Agreement and Notice of Assessment (Lakeside Meadows Public Improvement District), between the City and Pecan Commerce Center ILP, LLC, a Delaware limited liability company, dated as of April 11, 2024;
- x) **Exhibit B-15**: That certain Landowner Agreement and Notice of Assessment (Lakeside Meadows Public Improvement District), between the City and USRLP Pflugerville II, LLC, a Delaware limited liability company, dated as of April 17, 2024;

- y) **Exhibit B-16**: That certain Landowner Agreement and Notice of Assessment (Lakeside Meadows Public Improvement District), between the City and USRLP Pflugerville II, LLC, a Delaware limited liability company, dated as of April 17, 2024;
- z) **Exhibit B-17**: That certain Landowner Agreement and Notice of Assessment (Lakeside Meadows Public Improvement District), between the City and DCV Austin II, Ltd., a Texas limited partnership, dated as of April 17, 2024;
- aa) **Exhibit B-18**: That certain Landowner Agreement and Notice of Assessment (Lakeside Meadows Public Improvement District), between the City and DCV Austin II, Ltd., a Texas limited partnership, dated as of April 17, 2024;

Approved Certificates for Payment

- bb) **Exhibit C-1**: Certificate for Payment #1;
- cc) **Exhibit C-2**: Certificate for Payment #3;
- dd) **Exhibit C-3**: Certificate for Payment #4;
- ee) **Exhibit C-4**: Certificate for Payment #5;

Assignments and Amendments

- ff) **Exhibit D-1**: That certain First Amendment to Lakeside Meadows Public Improvement District Reimbursement Agreement, between the City and the Developer, dated as of June 9, 2026;
- gg) **Exhibit D-2**: That certain Assignment of Weiss Lane Connection Project and Reimbursement Agreement and City Consent by and between the Developer and NP Lakeside 130, and consented to by the City, dated as of June 9, 2026, regarding the Weiss Lane Connection Project (as defined therein);
- hh) **Exhibit D-3**: That certain Pedestrian Bridge Project and Reimbursement Assignment Agreement by and between the Developer and the City, dated as of June 9, 2026, regarding the Pedestrian Bridge Project (as defined therein);

Reimbursement Obligation

In addition to the foregoing, the City hereby confirms the following:

1. That the 2024 (payable in 2025) Annual Installments (as defined in the Financing Agreement) as shown in **Exhibit E-1** are current and were paid in full at anticipated levels; and
2. That the Annual Installment schedules attached as **Exhibit E-2** for the District are accurate.

[remainder of page intentionally left blank]

With respect to the foregoing exhibits, where Council action was taken, such action was taken in compliance with Chapter 551 of the Texas Government Code. Where mailings were required pursuant to Chapter 372 of the Texas Local Government Code, such mailings were made in compliance with that Chapter. With respect to any contracts listed above and executed by the City, all disclosure filings and acknowledgements required by section 2252.908, Texas Governmental Code, and the Rules of the Texas Ethics Commission related to said provisions, have been made.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the City, this ____ day of _____, 2026.

City Secretary of the
City of Pflugerville, Texas

[CITY SEAL]

After Recording, Return to:

Winstead PC
600 Travis Street, Suite 5200
Houston, Texas 77002
Attn: Kathryn Oakes

**ACKNOWLEDGEMENT AND CONSENT TO SALE AND
ASSIGNMENT OF REIMBURSEMENTS**

THIS ACKNOWLEDGEMENT AND CONSENT TO SALE AND ASSIGNMENT OF REIMBURSEMENTS (this "Consent"), dated effective as of June __, 2026 (the "Effective Date"), is entered into by and between **LAKESIDE MEADOWS LLC**, a Texas limited liability company ("Seller"), and the **CITY OF PFLUGERVILLE, TEXAS** ("City").

RECITALS

A. Seller is party to (i) that certain Lakeside Meadows Public Improvement District Reimbursement Agreement dated effective as of June 14, 2022, executed by Seller, as Developer, and City, as amended by that certain First Amendment to Lakeside Meadows Public Improvement District Reimbursement Agreement (the "First Amendment") dated effective as of June 9, 2026, by and between City and Seller, as Developer, as affected by that certain Weiss Lane Connection Project Reimbursement and Assignment Agreement and City Consent (the "Weiss Lane Assignment") dated effective as of June 9, 2026, between Seller, as Assignor, and NP Lakeside 130, LLC, a Missouri limited liability company, as Assignee, and consented to by the City, as further affected by that certain Pedestrian Bridge Project Reimbursement Assignment Agreement (the "Pedestrian Bridge Assignment", together with the Weiss Lane Assignment, collectively, the "Development Assignments") dated effective as of June 9, 2026, between Seller, as Assignor, and the City, as Assignee (as amended by the First Amendment and affected by the Development Assignments, the "PRA"), and (ii) that certain Lakeside Meadows Public Improvement District Financing Agreement dated as of May 14, 2024, executed by Seller, as Owner, and the City (as affected by the Development Assignments, the "PFA" together with the PRA, collectively, the "Reimbursement Agreement"), which Reimbursement Agreement relates to the real property more particularly described on Exhibit A attached hereto and incorporated herein by reference; whereby Seller is entitled to receive certain reimbursements and other amounts as provided in the Reimbursement Agreement.

B. The City has collected the Past Assessment Revenue (as defined in the First Amendment) with respect to Pledged Revenue (as defined in the PRA) for Improvement Area #1 (as defined in the First Amendment) of the Lakeside Meadows Public Improvement District (the "District") and for Improvement Area #2 (as defined in the First Amendment) of the District, and such Past Assessment Revenue has been or will be deposited or disbursed as provided in the First Amendment and the Development Assignments. The Past Assessment Revenue shall also be referred to as the "Retained Reimbursement Agreement Payments".

ACKNOWLEDGMENT AND CONSENT TO SALE AND ASSIGNMENT OF REIMBURSEMENTS

C. Pursuant to the First Amendment, City has agreed to deposit any Assessments identified and collected in accordance with the 2026 Service and Assessment Plan (as defined in the First Amendment) and subsequent Service and Assessment Plans, together with any future prepayments, into the Future Assessment Revenue Account (as defined in the First Amendment).

D. Simultaneously with the effectiveness of this Consent, Seller and **ORIX PUBLIC FINANCE, LLC**, a Delaware limited liability company ("Assignee") have entered into that certain Purchase, Sale and Assignment Agreement (the "Sale and Assignment Agreement") whereby Seller sold, transferred, delivered and assigned Seller's right, title, interest, estate, claims and demands in and to reimbursement for the costs of the Authorized Improvements (as defined in the Sale and Assignment Agreement), specifically with respect to the Reimbursement Obligation (as defined in the Reimbursement Agreement) (hereinafter referred to as the "Assigned Reimbursable Costs"), including, without limitation the right of Seller to receive amounts due by City from the Pledged Revenues deposited in the Operating Fund (as defined in the Reimbursement Agreement) or reimbursement fund created by an Indenture (as defined in the Reimbursement Agreement) in accordance with the terms of such Indenture until an amount equaling the Total Assigned Reimbursable Amount (as defined in the Sale and Assignment Agreement) has been paid to Purchaser (together, the "Assigned Property"), subject to Seller's right to receive or further assign the Retained Reimbursement Agreement Payments. For clarity and the avoidance of doubt, the Assigned Property shall include all amounts in the the Future Assessment Revenue Account (as defined in the First Amendment) but shall not include any Retained Reimbursement Agreement Payments.

E. Simultaneously with the effectiveness of this Consent, Seller and Assignee have further entered into that certain Assignment of Reimbursements (the "Assignment"), which shall be recorded in the Real Property Records of Travis, Texas, to memorialize the assignment of the Assigned Property.

F. Seller and City have agreed to execute this Consent to evidence: (a) City's consent to the sale and assignment of the Assigned Property, and (b) certain other agreements with respect to the Sale and Assignment Agreement and the Reimbursement Agreement.

AGREEMENT:

NOW, THEREFORE, based upon the foregoing background, which the parties agree to be true and correct, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Consent to Assignment and Sale and Assignment. City acknowledges that it has received a copy of each of the Sale and Assignment Agreement and the Assignment. City hereby acknowledges and consents to the Assignment, the Sale and Assignment Agreement, and the terms and conditions contained therein.

2. Payment of Reimbursement Amount. Seller hereby irrevocably and unconditionally authorizes and directs City to pay, and City unconditionally and irrevocably agrees to pay, all Assigned Property pursuant to the payment instructions set forth below until such time

as the Sale and Assignment Agreement has terminated pursuant to the terms thereof (or pursuant to such other written payment instructions as Assignee may provide from time to time):

Bank Name: Bank of America
City/State: Dallas, TX
Routing Number: 026-009-593
Account Number: 4451758318
Account Name: ORIX Public Finance LLC
Attn: ORIX Public Finance
REF: Lakeside Meadows PID

Confirmation Contact: William Davis (214) 237-2048

In furtherance thereof, any contrary payment instructions received by City (including from Seller) with respect to the Assigned Property (other than instructions from Assignee) shall be void *ab initio* and shall be disregarded for all purposes. Notwithstanding anything in the Reimbursement Agreement to the contrary, Seller acknowledges and agrees that any payment of the Assigned Property in accordance with this Section 2 shall be in satisfaction of City's obligations under the Reimbursement Agreement.

3. Representations, Warranties, and Agreements. City hereby acknowledges and agrees that Seller is the current holder of the Assigned Property. City hereby represents and warrants that City has not previously provided its consent to any transfer, encumbrance, assignment or collateral assignment of the Assigned Property by Seller, that the Reimbursement Agreement constitutes the valid and binding obligation of the City, and that the Reimbursement Agreement is enforceable against the City in accordance with its terms. City further represents, warrants, acknowledges and agrees as follows: (i) that the current and outstanding reimbursable costs owed to Seller, in an aggregate principal amount equal to \$25,206,458.00 (the "Current Reimbursable Costs"), have been approved by the City in connection with Authorized Improvements which have been inspected and finally accepted by the City, and are fully reimbursable pursuant to the provisions of the Reimbursement Agreement, and such payment obligation is absolute, unconditional and irrevocable; (ii) that Seller (a) has performed all obligations required to be performed in order to be entitled to payment in full of the Current Reimbursable Costs under the Reimbursement Agreement and (b) is not in default as of the date hereof, no default, event of default or other act or omission under the Reimbursement Agreement or otherwise from and after the date hereof would result in the Current Reimbursable Costs not being payable to Assignee pursuant to the Sale and Assignment Agreement, and no default, event of default or other act or omission by Seller or any of its affiliates related to the completed or subsequent buildout of the City will in any way affect Assignee's right to the future receipt of the Assigned Property; and (iii) reimbursable costs in excess of the Current Reimbursable Costs will become due and payable from time to time in accordance with the provisions of the Reimbursement Agreement, and such Reimbursable Costs will be paid by the City to Assignee until such time as the Sale and Assignment Agreement has terminated pursuant to the terms thereof (or pursuant to such other written payment instructions as Assignee may provide from time to time).

4. Default. City agrees that, upon the occurrence of a default or event of default under the Reimbursement Agreement:

(a) City shall give Assignee written notice of such default or event of default via (i) a nationally-recognized courier that obtains receipts, (ii) personal delivery by a courier that obtains receipts, (iii) United States certified mail (with return receipt requested and postage prepaid) or (iv) electronic mail, provided a confirmatory copy is sent by one of the other methods described in clauses (i) through (iii) on the following business day, in each case addressed as follows:

ORIX Public Finance, LLC
2001 Ross Avenue, Suite 1900
Dallas, Texas 75201
Attn: Rob Wetzler
Email: Rob.Wetzler@orix.com

With a copy to:

ORIX Corporation USA
2001 Ross Avenue, Suite 1900
Dallas, Texas 75201
Attn: Legal Department
Email: LegalTransactionsPE@orix.com

Each notice shall be effective upon being so delivered, but the time period for response or action shall run from the date of receipt as shown on the delivery receipt; provided that if received after 5:00 p.m. local time (where received) or on a day other than a business day, receipt shall be deemed to be the following business day. Refusal to accept delivery or the inability to deliver because of a changed address for which no notice was given shall be deemed delivered. Assignee may periodically change its address for notice and specify up to two (2) additional addresses for copies by giving the City at least ten (10) days' prior notice.

(b) City shall give Assignee a reasonable opportunity to cure such default or event of default, not to exceed (i) thirty (30) days or (ii) such other period longer than thirty (30) days as may be consented to in writing by City, such consent not to be unreasonably withheld provided Assignee informs City of its continuing diligent pursuit of the cure of a default or event of default which cannot reasonably be expected to be cured within thirty (30) days.

5. Recognition. City acknowledges that, pursuant to the Assignment, Seller has granted Assignee the right, but not the obligation, to cure any breach, default or event of default by Assignor under the Reimbursement Agreement and the right to succeed to the rights and interests of Seller under the Reimbursement Agreement in order to cure any breach, default or event of default and to enforce Assignee's rights in the Assigned Property. Assignee, as a "Transferee" under and as defined in the Reimbursement Agreement, shall have no obligation to construct or complete any of the Authorized Improvements and City agrees to look solely to Seller

or persons or entities other than Assignee with respect to any such construction and/or completion obligations. City agrees, following City's receipt of written notice from Assignee, to permit Assignee to succeed to the rights and interests of Seller under the Reimbursement Agreement in order to enforce Assignee's rights in the Assigned Property; provided that, in furtherance of the foregoing, in the event that such notice is given by Assignee to the City, City shall have no duty of investigation to determine whether any breach, default or event of default actually exists.

6. No Amendment. City agrees to not to enter into or accept any amendment, restatement, supplement, termination, assignment, transfer or surrender of this Consent or the Reimbursement Agreement without the prior written consent of Assignee. Any such action without the consent of Assignee shall be void *ab initio*.

7. Reliance; Third Party Beneficiary. City acknowledges and agrees that City and Seller are entering into this Consent for purposes of inducing Assignee to enter into the Sale and Assignment Agreement. As a result, Assignee is an intended third party beneficiary of this Consent with full and unconditional authority to enforce the terms and conditions of this Consent as though it were a party hereto. City and Seller acknowledge and agree that Seller obtaining the purchase price under the Sale and Assignment Agreement from Assignee provides a material benefit to Seller in furtherance of the satisfaction of Seller's obligations under the Reimbursement Agreement and further acknowledge that, but for the existence of this Consent, Assignee would not enter into the Sale and Assignment Agreement.

8. Jurisdiction; Governing Law. If any provision of this Consent is adjudicated by a court having jurisdiction over a dispute arising herefrom to be invalid or otherwise unenforceable for any reason, such invalidity or unenforceability shall not affect the other provisions hereof. This Consent shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of law, and venue shall lie exclusively in Travis County, Texas.

9. Counterparts. This Consent may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same agreement, binding on the parties hereto. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

10. Intentionally Omitted.

11. Termination of Sale and Assignment. At such time that the Assigned Property has been indefeasibly paid in full, this Consent and all of Assignee's right, title and interest hereunder shall automatically terminate. Pursuant to the terms of the Sale and Assignment Agreement, upon payment in full of the Assigned Property, Assignee has agreed to promptly execute and deliver such releases as Seller may reasonably request evidencing the termination of the Assignment and this Consent, at Seller's sole cost and expense.

12. No Conflict. Except as otherwise set forth in this Consent, the City's consent and execution below is not to be interpreted or construed as an amendment to or diminution in any manner of the City's rights and privileges pursuant to the Reimbursement Agreement.

13. Notices. Except as set forth herein, any notice, request, demand, consent, approval, direction, agreement, or other communication required or permitted under the Sale and Assignment Agreement or the Assignment shall be in writing and shall be validly given if sent in accordance with the Reimbursement Agreement.

14. Verifications of Statutory Representations and Covenants. Seller makes the following representations and covenants pursuant to Chapters 2252, 2270, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Consent. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with Seller within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Consent shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Consent, notwithstanding anything in this Consent to the contrary.

(a) Not a Sanctioned Company. Seller represents 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, Government Code. The foregoing representation excludes Seller 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.

(b) No Boycott of Israel. Seller hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Consent. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. Seller hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Consent. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. Seller 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 this Consent. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

(e) As required by Subchapter J, Chapter 552, Government Code, Seller agrees that it will:

(1) preserve all contracting information related to this Consent as provided by the records retention requirements applicable to the City for the duration of this Consent;

(2) promptly provide to the City any contracting information related to this Consent that is in the custody or possession of Seller on request of the City; and

(3) on completion of this Consent, either:

(i) provide at no cost to the City all contracting information related to this Consent that is in the custody or possession of Seller; or

(ii) preserve the contracting information related to this Consent as provided by the records retention requirements applicable to the City.

For purposes of this section, "contracting information" has the meaning assigned by Section 552.003, Texas Government Code.

15. Seller Representations. Seller hereby represents to the City that (a) neither the Sale and Assignment Agreement nor the Assignment will result in the payments under the Reimbursement Agreement being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof or will result in the issuance of municipal securities by any other state of the United States or political subdivision thereof, and (b) the sale and assignment of the Assigned Property to Assignee and the assignments evidenced by the Sale and Assignment Agreement and the Assignment have been deemed to be a "Transfer" (as defined in the Reimbursement Agreement) permitted under the Reimbursement Agreement, resulting in Assignee being a "Transferee" (as defined in the Reimbursement Agreement) under the Reimbursement Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY:

CITY OF PFLUGERVILLE, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2026, by
_____, _____ of the **CITY OF
PFLUGERVILLE, TEXAS**, on behalf of said city.

Notary Public, State of Texas

EXHIBIT A

DESCRIPTION OF REAL PROPERTY



FIELD NOTES FOR

A 415.361 ACRE TRACT OF LAND, SITUATED IN THE W. CALDWELL SURVEY, SECTION NO. 66, ABSTRACT NO. 162, IN THE E. KIRKLAND SURVEY, ABSTRACT NO. 458 AND IN THE J.P. SHERWOOD SURVEY, OF TRAVIS COUNTY, TEXAS BEING A PORTION OF THE REMNANT PORTION OF A CALLED 62 1/2 ACRE TRACT CONVEYED TO EMIL A. & MARIE BOHLS, RECORDED IN VOLUME 871, PAGE 488 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 5.00 ACRE TRACT DATED MARCH 14, 1978 AND ALL OF THE REMNANT PORTION OF A CALLED 5.00 ACRE TRACT, DATED JULY 26, 1974, BOTH CONVEYED TO JAMES R. BOHLS, RECORDED IN VOLUME 10951, PAGE 53 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 63.147 ACRE TRACT CONVEYED TO USRLP PFLUGERVILLE, LLC, RECORDED IN DOCUMENT NO. 202001897 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 281.80 ACRE TRACT CONVEYED TO CACTUS COMMERCIAL SOUTH, LP RECORDED IN DOCUMENT NO. 2014095553 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 1.374 ACRE TRACT OF LAND AS DEFINED IN "EXHIBIT A" IN CONTRACT FOR EXCHANGE OF REAL PROPERTY, IN AN UNRECORDED DOCUMENT BETWEEN TIMMERMAN FARMS, LTD., AND CACTUS COMMERCIAL SOUTH, LP. SAID 415.361 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:

BEGINNING at an iron rod with cap marked "McGray & McGray" found in the north right-of-way line of Pecan Street East, a variable width right-of-way, said point being the southeast corner of the Remnant Portion of said 5.00-acre tract dated July 26, 1974, also being the southwest terminus of Wiess Lane, a variable width right-of-way, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE N 62°24'35" W, with the north right-of-way line of said Pecan Street East, same being the south boundary line of said 5.00-acre tract dated July 26, 1974, a distance of **782.17 feet** to a 3/8" iron rod found at the southwest corner of said 5.00-acre tract dated July 26, 1974, same being the southeast corner of said 63.147-acre tract for an angle point in the south boundary line hereof;

THENCE N 62°40'06" W, with the north right-of-way of said Pecan Street East, same being the south boundary line of said 63.147-acre tract, a distance of **836.85 feet** to a 3/8" iron rod found for an angle point hereof;

THENCE N 27°19'54" E, with the east right-of-way of said Pecan Street East, same being the west boundary line of said 63.147-acre tract, a distance of **39.47 feet** to a 3/8" iron rod found for an angle point hereof;

THENCE N 62°40'06" W, with the north right-of-way of said Pecan Street East, same being the south boundary line of said 63.147-acre tract, a distance of **914.44 feet** to an iron rod with cap marked "TXDOT" found at a point in the northeast right-of-way line of Texas Toll Road 130, a variable width right-of-way recorded in Document Numbers 2004003227, 2004009078, and 2004016877 of the Official Public Records of said county for a point at the southernmost southwest corner and point of non-tangent curvature hereof;

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THENCE along the arc of a curve to the right, with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of said 63.147-acre tract, said curve having a radius of 100.00 feet, a central angle of 48°30'37", a chord bearing and distance of N 38°24'44" W, 82.16 feet, an arc length of 84.67 feet to an iron rod with cap marked "TXDOT" found at a point of non-tangency hereof;

THENCE N 14°09'23" W, with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of said 63.147-acre tract, a distance of 1246.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the northeast right-of-way line of said Texas Toll Road 130, said point being the northwest corner of said 63.147-acre tract, same being the southwest corner of the Remnant Portion of said 281.80-acre tract for an angle point hereof;

THENCE N 14°02'32" W, continuing with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of the Remnant Portion of said 281.80-acre tract, a distance of 892.18 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point in the west boundary line hereof;

THENCE N 22°26'44" W, continuing with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of the Remnant Portion of said 281.80-acre tract, a distance of 340.35 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on point in the northeast right-of-way line of said Texas Toll Road 130, said point being the southeast corner of a called 1.450-acre exchange tract as defined as "Exhibit C" in the aforementioned Contract For Exchange Of Real Property, same being a southwest corner of the Remnant Portion of said 281.80-acre tract for the westernmost southwest corner hereof;

THENCE N 27°36'39" E, departing the east right-of-way line of said Texas Toll Road 130, with the west boundary line of the Remnant Portion of said 281.80-acre tract, same being the east boundary line of said 1.450-acre tract, a distance of 647.26 feet to an ½" iron rod with yellow cap marked "Pape-Dawson" set at the northeast corner of said 1.450-acre tract, same being the southwest ell corner of the Remnant Portion of said 281.80-acre tract for a point of non-tangent curvature hereof;

THENCE along the arc of a curve to the left, with a south boundary line of the Remnant Portion of said 281.80-acre tract, same being the north boundary line of said 1.450-acre tract, said curve having a radius of 755.00 feet, a central angle of 08°37'38", a chord bearing and distance of N 80°41'44" W, 113.58 feet, for an arc length of 113.68 feet to an ½" iron rod with yellow cap marked "Pape-Dawson" set at a southeast ell corner of the Remnant Portion of said 281.80-acre tract, same being the northwest corner of said 1.450-acre tract, same being a point in the east boundary line of the aforementioned 1.374-acre exchange tract for a southeast ell corner hereof;

THENCE S 27°36'39" W, with the east boundary line of said 1.374-acre tract, same being the west boundary line of said 1.450-acre tract, a distance of **10.85 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the west boundary line of said 1.450-acre tract, same being the east boundary line of said 1.374-acre tract, said point being a north corner of a Remnant Portion of a called 97 ½-acre tract conveyed to Timmerman Farms Ltd., recorded in Document No. 2004240371 of the Official Public Records of Travis County, Texas for a point of non-tangent curvature and southeast corner hereof;

THENCE with the south boundary line of said 1.374-acre tract, same being the north boundary line of a Remnant Portion of said 97 ½-acre tract the following three (3) courses and distances:

1. along the arc of a curve to the left, having a **radius of 745.00 feet**, a **central angle of 18°20'58"**, a **chord bearing and distance of S 85°29'43" W, 237.58 feet**, for an **arc length of 238.59 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
2. **S 76°19'13" W**, a distance of **88.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of curvature hereof, and
3. along the arc of a curve to the left, having a **radius of 40.00 feet**, a **central angle of 26°30'49"**, a **chord bearing and distance of S 63°03'49" W, 18.35 feet**, for an **arc length of 18.51 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the northeast right-of-way line of said Texas Toll Road 130, said point being the south corner of said 1.374-acre tract, same being the west corner of a Remnant Portion of said 97 ½-acre tract for the westernmost southwest corner hereof;

THENCE N 14°13'15" W, with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of said 1.374-acre tract, a distance of **328.35 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the northeast right-of-way line of said Texas Toll Road 130, said point being the south corner of a Remnant Portion of said 97 ½-acre tract, same being the westernmost northwest corner of said 1.374-acre tract for a point of non-tangent curvature for the westernmost northwest corner hereof;

THENCE along the arc of a curve to the left, departing the northeast right-of-way line of said Texas Toll Road 130, with the north boundary line of said 1.374-acre tract, same being the south boundary line of a Remnant Portion of said 97 ½-acre tract, said curve having a **radius of 390.00 feet**, a **central angle of 55°42'25"**, a **chord bearing and distance of S 64°13'08" E, 364.43 feet**, for an **arc length of 379.19 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of reverse curvature hereof;

THENCE along a reverse curve to the right, continuing with the north boundary line of said 1.374-acre tract, same being the south boundary line of a Remnant Portion of said 97 ½-acre tract, said curve having a **radius of 855.00 feet**, a **central angle of 09°49'44"**, a **chord bearing and distance of S 87°09'29" E, 146.49 feet**, for an **arc length of 146.67 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point on the west boundary line of a called 1.185-acre exchange tract as defined as "Exhibit B" in the aforementioned Contract For Exchange Of Real Property for a northwest ell corner hereof;

THENCE S 27°36'39" W, with the east boundary line of said 1.450-acre tract, same being the west boundary line of said 11.85-acre tract, a distance of **10.64 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in a north boundary line of the Remnant Portion of said 281.80-acre tract, said point being the southwest corner of said 1.185-acre tract for a northeast ell corner hereof;

THENCE along the arc of a curve to the right, with a north boundary line of the Remnant Portion of said 281.80-acre tract, same being the south boundary line of said 1.185-acre tract, said curve having a radius of **845.00 feet**, a **central angle** of **07°37'22"**, a **chord bearing and distance** of **5 78°40'39" E, 112.34 feet**, for an **arc length** of **112.42 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at a northwest ell corner of the Remnant Portion of said 281.80-acre tract, same being the southeast corner of said 1.185-acre tract for a northwest ell corner hereof;

THENCE N 27°36'39" E, with a west boundary line of the Remnant Portion of said 281.80-acre tract, same being the east boundary line of said 1.185-acre tract, a distance of **465.68 feet** to a ½" iron rod found at a northwest ell corner of said 281.80-acre tract, same being a southeast corner of a Remnant Portion of said 97 ½-acre tract for a northwest ell corner hereof;

THENCE N 27°10'10" E, with the west boundary line of said 281.80-acre tract, same being the east boundary line of said 97 ½-acre tract, a distance of **2143.06 feet** to a ½" iron rod found in the east boundary line of said 97 ½-acre tract, same being a northwest corner of said 281.80-acre tract, also being the southwest corner of a called 11.00-acre tract recorded in Volume 7607, Page 974 of the Deed Records of Travis County, Texas, conveyed to Bob and Emma Nicholas in Volume 11418, Page 1139 of the Real Property Records of Travis County, Texas for a northwest corner hereof;

THENCE S 62°58'15" E, departing the east boundary line of said 97 ½-acre tract, with a north boundary line of said 281.80-acre tract, same being the south boundary line of said 11.00-acre tract, a distance of **1362.04 feet** to a ½" iron rod found at the southeast corner of said 11.00 tract, same being a northwest ell corner of said 281.80-acre tract for a northwest ell corner hereof;

THENCE N 27°11'57" E, with the west boundary line of said 281.80-acre tract, same being the east boundary line of said 11.00-acre tract, with the east boundary line of called 7.00-acre tract recorded in Volume 7229, Page 224 of the Deed Records of Travis County, Texas, conveyed to Bob and Emma Nicholas in Volume 11418, Page 1139 of the Real Property Records of Travis County, Texas and in part with the east boundary line of a called 58.06-acre tract recorded in Volume 7082, Page 618 of the Deed Records of Travis County, Texas, conveyed to Bob and Emma Nicholas in Volume 11418, Page 1139 of the Real Property Records of Travis County, Texas a distance of **1078.82 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at a northwest corner of said 281.80-acre tract, same being a point in the east boundary line of said 58.06-acre tract for a northwest corner hereof;

THENCE S 58°15'32" E, with a north boundary line of said 281.80-acre tract, a distance of **29.68 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the northwest corner of said 281.80-acre tract, same being a point in the said 50.68-acre tract, for a northwest ell corner hereof;

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THENCE N 27°09'27" E, with the west boundary line of said 50.68-acre tract, a distance of **83.38 feet** to an iron rod with cap illegible cap found in the south right-of-way line of East Pflugerville Parkway, a variable width right-of-way, said point being the northernmost northwest corner of said 281.80-acre tract, same being a southwest corner of a called 144.291-acre tract conveyed to the City of Pflugerville recorded in Document No. 2002007069 of the Official Public Records of Travis County, Texas for the northernmost northwest corner hereof;

THENCE S 51°27'52" E, with the south right-of-way line of said East Pflugerville Parkway, same being the north boundary line of said 281.80-acre tract, a distance of **1215.02 feet** to an iron rod with cap illegible cap at a point of non-tangent curvature hereof;

THENCE along the arc of a curve to the left, continuing with the with the south right-of-way line of said East Pflugerville Parkway, same being the north boundary line of said 281.80-acre tract, said curve having a radius of **955.00 feet**, a central angle of **12°31'58"**, a chord bearing and distance of **S 57°43'49" E, 208.48 feet**, for an arc length of **208.89 feet** to a 1/4" Iron rod with yellow cap marked "Pape-Dawson" set at a point in the south right-of-way line of said East Pflugerville Parkway, said point being the northeast corner of said 281.80-acre tract, same being the northwest corner of a called 164.4-acre tract conveyed to Weiss Et. Al., recorded in Document No. 2001065236 of the Official Public Records of Travis County, Texas for the northeast corner hereof;

THENCE S 27°23'07" W, departing the south right-of-way line of said East Pflugerville Parkway, with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 164.4-acre tract, a distance of **335.62 feet** to a 1/2" iron rod found at an angle point in the east boundary line of said 281.80-acre tract, said point being the southwest corner of said 164.4-acre tract, same being the northwest corner of a called 29.153-acre tract conveyed to Don & Gladys Weiss, recorded in Volume 5161, Page 1611 of the Deed Records of Travis County, Texas for an angle point hereof;

THENCE S 27°18'01" W, continuing with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 29.153-acre tract, a distance of **901.50 feet** to a 1/2" Iron rod found at an angle point in the east boundary line of said 281.80-acre tract, said point being the southwest corner of said 29.153-acre tract, same being the northwest corner of a called 32.290-acre tract conveyed to Don & Gladys Weiss, recorded in Document No. 2008172152 of the Official Public Records of Travis County, Texas for an angle point hereof;

THENCE S 27°17'05" W, continuing with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 32.290-acre tract, a distance of **902.41 feet** to an iron rod with cap illegible cap found at an angle point in the east boundary line of said 281.80-acre tract, said point being the southwest corner of said 32.290-acre tract, same being the northwest corner of a called 32.290-acre tract conveyed to Weiss Et Al., recorded in Document No. 2001065238 of the Official Public Records of Travis County, Texas for an angle point hereof;

THENCE S 27°19'48" W, continuing with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 32.290-acre tract, a distance of **910.68 feet** to a 1/2" Iron rod with yellow cap marked "Pape-Dawson" set at the northeast ell corner of said 281.80-acre tract, same being the southwest corner of said 32.290-acre tract for the northeast ell corner hereof;

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THENCE S 62°41'06" E, with a north boundary line of said 281.80-acre tract, same being the south boundary line of said 32.290-acre tract, a distance of **698.90 feet** to an Iron rod with illegible cap for an angle point in the north boundary line of said 281.80-acre tract, same being an angle point in the south boundary line of said 32.290-acre tract for an angle point hereof;

THENCE S 62°32'14" E, continuing with a north boundary line of said 281.80-acre tract, same being the south boundary line of said 32.290-acre tract, a distance of **792.78 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the east right-of-way line of said Weiss Lane, said point being the easternmost northeast corner of said 281.80-acre tract, same being the southwest corner of said 32.290-acre tract for the easternmost northeast corner hereof;

THENCE S 27°18'28" W, with the east boundary line of said 281.80-acre tract, same being the west boundary line of said Weiss Lane, a distance of **25.90 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the easternmost southeast corner of said 281.80-acre tract, same being the northeast corner of the Remnant Portion of a called 5.10-acre tract of land conveyed to Helen Noneman, recorded in Document No. 2012194992 of the Official Public Records of Travis County, Texas for the easternmost southeast corner hereof;

THENCE N 62°32'07" W, departing the west right-of-way line of said Weiss Lane, with a south boundary line of said 281.80-acre tract, same being the north boundary line of the Remnant Portion of said 5.10-acre tract, a distance of **792.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the northwest corner of the Remnant Portion of said 5.10-acre tract, same being a southeast ell corner of said 281.80-acre tract for a southeast ell corner hereof;

THENCE S 27°05'44" W, with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 5.10-acre tract and the west boundary line of a called 62 ½-acre tract, conveyed to James R. Bolhs, recorded in Volume 871, Page 488 of the Deed Records of Travis County, Texas, a distance of **1334.58 feet** to a calculated point in the east boundary line of said 281.80-acre tract, same being the west boundary line of said 63.147-acre tract for a northeast ell corner hereof,

THENCE S 64°52'34" E, departing the east boundary line of said 63.147-acre tract, through the interior of said 62 ½-acre tract, a distance of **818.29 feet** to a calculated point in the west right-of-way line of aforementioned Weiss Lane for a northeast corner hereof;

THENCE with the west right-of-way line of said Weiss Lane, same being the east boundary line of the Remnant Portion of said 62 ½-acre tract, and, in part, with the east boundary line of the Remnant Portion of aforementioned 5.00-acre dated March 14, 1978 and, in part, with the east boundary line of the remnant portion of said 5.00-acre tract, dated July 26, 1974 the following six (6) courses and distances:

1. **S 26°45'52" W**, a distance of **881.76 feet** to an iron rod with cap marked "McGray & McGray" found for an angle point hereof,
2. **S 20°28'43" W**, a distance of **100.84 feet** to a calculated angle point hereof,

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3. **S 26°45'00" W**, a distance of **543.36 feet** to an iron rod with cap marked "McGray & McGray" found for an angle point hereof,
4. **N 62°14'15" W**, a distance of **13.08 feet** to an iron rod with cap marked "McGray & McGray" found for an angle point hereof,
5. **S 26°47'38" W**, a distance of **212.77 feet** to an iron rod with cap marked "McGray & McGray" found for an angle point hereof, and
6. **S 71°55'13" W**, a distance of **62.00 feet** to the **POINT OF BEGINNING** and containing **415.361 acres** in the City of Pflugerville in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50627-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 4, 2021
JOB No.: 50627-00
DOC.ID.: H:\Survey\CIVIL\50627-00\Exhibits\Word\FNS0627-00_415.361Ac_PID.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



Exhibit C
(Reserved)

