



3. Development Agreement Definition. Section 2.01(m) of the Consent Agreement is hereby deleted in its entirety and replaced with the following:

(m) *Development Agreement:* means the Carmel Development Agreement by and among the City, Owner, 130 Cactus Investment L.P., a Texas limited partnership, ARP Autumn Ridge Partners, L.P., a Texas limited partnership, and SBJV Investments Ltd, a Texas limited partnership, dated effective October 13, 2015, as the same may be amended from time to time.

4. Wastewater Services Agreement. All references in the Agreement to the “Wastewater Services Agreement” are hereby deleted in their entirety. Further, Exhibit E to the Agreement, and all references thereto, are hereby deleted in their entirety.

5. Ownership of Facilities and Operating Expenses. Section 6.04 of the Consent Agreement is hereby deleted in its entirety and replaced with the following:

6.04 **Ownership of Facilities and Operating Expenses.** The District will not own any facilities without the City's written approval. Except as provided hereinbelow, the District will not incur operating expenses, other than administrative operating expenses, without the City's specific written authorization. The District may, at its election, maintain private drainage facilities owned by the homeowners association for the residential subdivision developed on the Land during initial homebuilding activity on the Land, provided that the costs of such maintenance shall be funded through the District's imposition of fees for such purpose on homebuilders within the residential subdivision developed on the Land.

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

7. Execution. This Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all Parties be contained on any one counterpart. Additionally, for purposes of facilitating execution of this Amendment, the signature pages from separate, individually executed counterparts of this Amendment may be combined to form multiple fully executed counterparts and a facsimile or electronically transmitted signature will be deemed to be an original signature for all purposes. All executed counterparts of this Amendment will be deemed to be originals.

**IN WITNESS WHEREOF,** the Parties have executed this Amendment on counterpart signature pages to be effective as of the Effective Date.

[COUNTERPART SIGNATURE PAGES FOLLOW]

**COUNTERPART SIGNATURE PAGE TO  
FIRST AMENDMENT TO CONSENT AGREEMENT**

**CITY:**

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

By: \_\_\_\_\_  
Victor Gonzales, Mayor

ATTEST:

By: \_\_\_\_\_  
Karen Thompson, City Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2019, 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  
FIRST AMENDMENT TO CONSENT AGREEMENT**

**DEVELOPER/OWNER:**

CE DEVELOPMENT, INC.,  
a Texas corporation

By: \_\_\_\_\_  
John S. Lloyd, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2019, by John S. Lloyd, President of CE Development, Inc., a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO  
FIRST AMENDMENT TO CONSENT AGREEMENT**

**DISTRICT:**

**TRAVIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 23**

By: \_\_\_\_\_

Laurie Mills, President  
Board of Directors

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2019, by Laurie Mills, President of the Board of Directors of Travis County Municipal Utility District No. 23, a political subdivision of the State of Texas, on behalf of said district.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

## EXHIBIT "A"

### DESCRIPTION OF ANNEXATION TRACT

14.09 Acres

THAT PART OF THE JOHN LIESSE SURVEY 18, ABSTRACT No. 406, TRAVIS COUNTY, TEXAS, BEING A PART OF THAT 15.623 ACRE TRACT, THAT 15.967 ACRE TRACT AND THAT 19.9285 ACRE TRACT 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 No. 2015193607 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

Begin at a 1/2" iron rod with Pape-Dawson cap found at the Southeast Corner of that 7.94 Acre Tract conveyed to CE Development, Inc., by deed recorded in Document No. 2015162829 of the Official Public Records of Travis County, Texas, and the Southwest Corner of said 15.623 Acre Tract at Texas State Plane Central Zone NAD 83 grid coordinates N. 10127969.37 feet and E. 3173081.25 feet (from which point the Southwest Corner of said John Liesse Survey bears approximately S.75°57'40"W. 2450 feet)

Thence N.27°31'45"E., along the West Line of said 15.623 Acre Tract and the East Line of said 7.94 Acre Tract (at 170.43 feet pass the Northeast Corner of said 7.94 Acre Tract and the Southeast Corner of that 62.00 Acre Tract conveyed to CE Development, Inc., by deed recorded in Document No. 2015146187 of the Official Public Records of Travis County, Texas) in all a distance of 326.09 feet to a 1/2" iron rod found at the Northwest Corner of said 15.623 Acre Tract and the Southwest Corner of said 15.967 Acre Tract;

Thence N.27°31'45"E., along the West Line of said 15.967 Acre Tract and the East Line of said 62.00 Acre Tract a distance of 368.80 feet to a 1/2" iron rod found at the Northwest Corner of said 15.967 Acre Tract and the Southerly Southwest Corner of said 16.925 Acre Tract;

Thence N.27°31'45"E. along a West Line of said 16.925 Acre Tract and the East Line of said 62.00 Acre Tract a distance of 109.72 feet to a 1/2" iron rod with Texas land Surveyors cap found at the Northeast Corner of said 62.00 Acre Tract and an interior corner of said 16.925 Acre Tract;

Thence N.62°45'53"W. along the North Line of said 62.00 Acre Tract and the South Line of said 16.925 Acre Tract a distance of 1326.26 feet to a 1/2" iron rod with Pape-Dawson cap found at the Westerly Southwest Corner of said 16.925 Acre Tract and an interior corner of said 62.00 Acre Tract;

Thence N.27°14'07"E. along the West Line of said 16.925 Acre Tract and an East Line of said 62.00 Acre Tract a distance of 161.08 feet to a 1/2" iron rod with Pape-Dawson cap found at the Southwest Corner of that 16.747 Acre Tract conveyed to CE Development, Inc., by deed recorded in Document No. 2015162822 of the Official Public Records of Travis County, Texas, and the Northwest Corner of said 16.925 Acre Tract;

Thence S.62°45'53"E. along the North Line of said 16.925 Acre Tract and the South Line of said 16.747 Acre Tract a distance of 1766.66 feet to a 1/2" iron rod set;

14.09 Acres

Thence S.27°49'55"W. across said 16.925 Acre Tract (at 270.81 feet pass the South Line of said 16.925 Acre Tract and the North Line of said 15.967 Acre Tract) in all a distance of 364.90 feet to a 1/2" iron rod set;


Thence N.65°33'54"W. across said 15.967 Acre Tract a distance of 161.01 feet to a 1/2" iron rod set in the West Line of that Wastewater Easement to City of Pflugerville by deed recorded in Document No. 2016151275 of the Official Public Records of Travis County, Texas;

Thence along the West Line of said Wastewater Easement and across said 15.967 Acre Tract and said 15.623 Acre Tract the following two courses:

1. S.08°00'23"W. a distance of 237.44 feet to a 1/2" iron rod set;
2. S.02°00'28"W. (at 47.15 feet pass the South Line of said 15.967 Acre Tract and the North Line of said 15.623 Acre Tract) in all a distance of 417.93 feet to a 1/2" iron rod set in the South Line of said 15.623 Acre Tract and the North Line of that 85.00 Acre Tract conveyed to CE Development, Inc., by deed recorded in Document No. 2015162822 of the Official Public Records of Travis County, Texas;

Thence N.61°46'03"W. along the South Line of said 15.623 Acre Tract and the North Line of said 85.00 Acre Tract a distance of 536.32 feet to the said Point of Beginning.

Containing 14.09 acres, more or less.

  
John K. Weigand Feb. 8, 2013

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



RJ Surveying & Associates, Inc.  
2900 Jazz Street  
Round Rock, Texas 78664  
F-10015400

All iron rods set have RJ Surveying caps  
Bearings are Texas State Plane Central Zone NAD 83

**EXHIBIT "B" RESOLUTION**

[attach]