

AMENDED AND RESTATED COMPREHENSIVE DEVELOPMENT AGREEMENT
(LAKESIDE MUD NO. 5)

THIS AMENDED AND RESTATED COMPREHENSIVE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into effective as of _____ 2019 (the "Effective Date"), by and between Rowe Lane Development, Ltd. ("Rowe Lane"), Robert M. Tiemann and Carrie P. Tiemann ("Tiemann"), (collectively, "Developer"), and the City of Pflugerville, Texas (the "City"), a municipal corporation. This Agreement has been authorized by a resolution of the City Council of the City.

RECITALS

Developer and City previously entered into that certain Comprehensive Development and Consent Agreement for Lakeside WCID No. 5 dated November 22, 2004, as amended by that certain First Amendment to Comprehensive Development and Consent Agreement for Lakeside WCID No. 5 dated July 3, 2006, and by that certain Second Amendment to Comprehensive Development Agreement dated October 14, 2011 for Lakeside Municipal Utility District No. 5 (the "District") (collectively referred to as the "Original Agreement").

The Original Agreement authorized the creation of either a water control and improvement district or a municipal utility district to include approximately 199 acres in Travis and Williamson counties identified as Parcel 1 on Exhibit A attached hereto (the "Original District Property"). On August 11, 2008, the Texas Commission on Environmental Quality issued an order creating the District and the District was confirmed at an election held on May 9, 2009.

Pursuant to the Original Agreement, the City has also consented to the District's annexation of approximately 206 acres of land identified as Parcel 2 and Parcel 3 on Exhibit A attached hereto (the "First Additional Consent Property"), of which the 5.05 acres of land, identified as Parcel 2 on Exhibit A attached hereto (the "First Annexation Property") has been annexed by the District.

Developer and City desire to amend and restate the Original Agreement to facilitate administration and to update the development plans for land within the District and to state the City's consent to the inclusion of up to 782 additional acres of land into the District or into up to four future districts that are permitted to be created pursuant to this Agreement. The additional 782 acres of land is located in the City's extraterritorial jurisdiction and is generally shown in Exhibit B attached hereto (the "Additional Land").

Pursuant to the authority of Sections 42.042 and 212.172 of the Texas Local Government Code, and in consideration of the mutual agreements herein set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

ARTICLE I. DEFINITIONS

The following terms and expressions when used in this Agreement have the following meanings, unless the context clearly indicates otherwise:

1.1 "Agreement" means this Amended and Restated Comprehensive Development Agreement (Lakeside MUD No. 5) and the exhibits referenced herein, as such agreement and exhibits may be amended from time to time.

1.2 "City" means the City of Pflugerville, Texas, a municipal corporation with its principal offices at 100 E. Main Street in Pflugerville, Travis County, Texas.

1.3 "City Council" means the City Council of the City.

1.4 "City Engineer" means the duly appointed and acting professional engineer for the City or any person or persons who, by official designation or appointment of the City Council, succeeds or succeed to all or part of the functions of the City Engineer under this Agreement.

1.5 "City Inspectors" means those employees or representatives of the City designated or appointed by the City Council and who are authorized by the City Council to perform the investigation and inspection services for the City provided for in this Agreement.

1.6 "Collection System" means the facilities, equipment, lands, and rights-of-way for the collection and transportation of wastewater, and any extensions or additions thereto, to be constructed by Developer to serve wastewater customers in the Development.

1.7 “Commission” means the Texas Commission on Environmental Quality, and any successor agency.

1.8 “Conceptual Land Use Plan” means the land use master plan approved by the City for the Development, as further described in Section 5.1.

1.9 “Developer” means Rowe Lane and Landowner, collectively.

1.10 “Development” or “Land” means the lands owned or controlled by Developer and described in Exhibit A and, at the option of Developer may include lands currently owned by others, which are described on Exhibit B.

1.11 “District” means the Lakeside Municipal Utility District No. 5 which has been created to include portions of the land described in Exhibit A. Such term also shall mean each additional district or districts which may be created pursuant to Article II of this Agreement. The additional districts may include land described on Exhibits A and B.

1.12 “District Bonds” has the meaning given to such term in Section 4.1 of this Agreement.

1.13 “Drainage System” means the facilities, equipment, lands, and rights-of-way for the collection, storage, transportation, diversion, and control of local storm water or other local harmful excesses of water in the Development to be constructed by Developer.

1.14 “ETJ” means extraterritorial jurisdiction.

1.15 “Lakeside Districts” means Lakeside Water Control and Improvement District Nos. 1, 2-A, 2-B, 2-C, 2-D, Lakeside Municipal Utility District No. 5, and any additional Districts created pursuant to this Agreement.

1.16 “Landowner” means Robert M. Tiemann and Carrie P. Tiemann, and any party subsequently acquiring an ownership interest in the Land.

1.17 “North Pflugerville Wastewater Interceptor System” or “NPWIS” means the wastewater force main, series of lift stations, and related wastewater transmission facilities necessary for the City to: (i) provide wholesale wastewater service to land within the Kelly Lane Utility Company collection system and the Lakeside Districts, (ii) decommission the Kelly Lane Utility Company wastewater treatment plant, and (iii) transport wastewater from the Kelly Lane Utility Company collection system and the Lakeside Districts to the City’s central wastewater plant. A map depicting the NPWIS is attached as Exhibit C.

1.18 “Oversize” means an increase in the size of a component or the addition of a new component of the Collection System or the Water System, which is made at the request of the City for the benefit of the City to serve areas outside the Development.

1.19 “Potable Water” means water which is fit for human consumption. All references to water and water supply in this Agreement mean potable water unless otherwise stated.

1.20 “Professional Services Agreement” has the meaning given to such term in Section 6.12.

1.21 “Unified Development Code” means the City of Pflugerville, Texas, Code of Ordinances, Chapter 157, Unified Development Code, as it may be amended.

1.22 “Water System” means the facilities, equipment, lands, and rights-of-way for the storage, transportation, and distribution of a potable water supply, and any extensions or additions thereto, that may be constructed by Landowner to serve water customers in the Development.

ARTICLE II. CONSENT TO CREATION AND OPERATION OF MULTIPLE DISTRICTS

2.1 The City hereby gives its consent to the creation of one and up to four municipal utility districts, which may include all or part of the Land described in Exhibits A and B. The first district to be created shall be named “Lakeside Municipal Utility District No. 5” and may be created to include all or any portion of the Land.

2.2 The City acknowledges that Developer intends to create one or more districts within the Development under the authority of Article XVI, Section 59 of the Texas Constitution and the statutes promulgated thereunder. The City further acknowledges that this may be accomplished either by dividing a municipal utility district into multiple districts, or by the creation of separate districts, and the option of the method utilized to create multiple districts lies with the Developer. To the extent that the City’s consent to such creation, division, or conversion is required by Section 42.042 Local Government Code or other provisions of law, this Agreement shall serve as the City’s consent to such creation, division, or conversion, and no additional consent shall be required. Developer will provide the City with information showing the original boundaries and the revised boundaries of any district created pursuant to this Agreement. The terms and conditions applicable to the District upon assignment of this Agreement shall apply to any such districts so created, divided, or converted.

2.3 After a District has been created pursuant to this Agreement, the Developer may determine that it is necessary or convenient for a portion of the land within a District to be excluded from the boundaries of the District and included within the boundaries of a different District. The City Council of the City hereby delegates authority to the City Manager to consent to the exclusion, from time to time, of land from a District, and the inclusion of such land within another District created pursuant to Article II, provided that the City Manager determines that such exclusion or inclusion, as applicable, is in the best interest of the City and the current or future residents of the District, said determination not to be unreasonably withheld, conditioned or delayed. In the event that the City Manager determines that such exclusion or inclusion is not in the best interest of the City or the current and future residents of the District, the Developer may appeal such determination to the City Council for a final determination.

2.4 A District may provide retail water and sewer utility services to residential areas with the District. In addition, unless otherwise agreed to by the City, the District shall include, and may provide retail water and sewer utility services to any areas within the District designated for commercial, retail, or non-residential use, unless such areas are excluded under paragraph 2.5 immediately below, which areas are depicted on the Conceptual Land Use Plan.

2.5 Developer agrees to exclude from the boundaries of any District a portion of the 151.8-acre tract of land described in Exhibit B, twenty (20) feet in width, extending along the southern boundary of the tract and the northern side of the future right of way of Cele Road together with any adjoining commercially designated property depicted on the Conceptual Land Use Plan (the "Annexation Area"). Developer further acknowledges and agrees that this Agreement represents Landowner's request for annexation of the Annexation Area by the City under Section 43.067, Texas Local Government Code, and that the Landowner and City have negotiated, as part of this Agreement, for the provision of services in the Annexation Area as specifically identified in Exhibit G attached hereto and incorporated herein. The annexation of the Annexation Area will be completed following the City's approval of a preliminary plan that includes the Annexation Area.

2.6 Consent to Acquisition of Road Powers

With regard to any District created pursuant to this Agreement, the City consents to the District's acquisition of the power under the authority of Article III, Section 52, Texas Constitution, to design, acquire, construct, finance, issue bonds for, and convey to this state, a county, or a municipality for operation and maintenance, a road as described in Section

54.234(b), Texas Water Code, including a thoroughfare, arterial, or collector road, or any improvement in aid of the road, whether by an act of the Legislature or by an order of the Texas Commission on Environmental Quality, pursuant to the provisions of Section 54.234 of the Texas Water Code, or by other lawful means. The City further consents to any action by the District to design, acquire, construct, finance, issue bonds for, improve, operate, maintain, and convey to this state, a county, or a municipality for operation and maintenance, roads or improvements in aid of those roads, including storm drainage.

2.7 Exchange of Extraterritorial Jurisdiction

The City agrees that the Developer may seek to have the 5.05-acre tract and the Williamson County portion of the 198.69 acre tract described in Exhibit A released from the extraterritorial jurisdiction (ETJ) of the City and annexed into the ETJ of the City of Hutto in exchange for releasing a similar area of land from the ETJ of the City of Hutto and annexing the land into the ETJ of the City. The City agrees to reasonably cooperate with this proposed exchange of ETJ.

ARTICLE III. ANNEXATION BY THE CITY

3.1 The Land comprising the District is located within the ETJ of the City.

3.2 In furtherance of the purposes of this Agreement, Landowner covenants and agrees to the extent allowed by law that, except upon written consent of the City Council of the City, it will not seek or support any effort to incorporate the Land or any part thereof, or to include the Land within the boundaries of any incorporated entity, other than the City.

3.3 It is expressly understood and agreed that the City may annex a District's lands within the City's ETJ, subject to the limitations and requirements for annexation of districts provided for by pertinent statutes at the time of annexation, and in accordance with the Strategic Partnership Agreement incorporated herein below. Provided however, annexation of a District's lands by the City shall not occur prior to the earlier of:

- (i) Thirty (30) years after the Effective Date of this Agreement, or thirty (30) years after the date that an additional district is created under Article II provided that such additional district(s) is created within five (5) years of the Effective Date of this Agreement, but in no case longer than thirty-five (35) years from the Effective Date of this Agreement for any additional district, whichever is later; or

- (ii) Such time as the District Bonds needed to fund all of the water, wastewater, and drainage facilities required to serve the proposed annexed District and authorized under this Agreement have been issued, and 90 percent of the facilities within a District for which the District Bonds were issued have been installed.

3.4 Developer and the City agree that they will take all actions necessary or appropriate to cause the City and any District created pursuant to Article II to enter into a strategic partnership agreement pursuant to Chapter 43, Section 43.0751, Texas Local Government Code, substantially in the form attached hereto as Exhibit D (the “Strategic Partnership Agreement,” whether one or more). Each Strategic Partnership Agreement shall include provisions relating to the ultimate dissolution and annexation of the District upon or near build out, including the establishment of a full-purpose annexation date, limited purpose annexation and imposition of sales and use taxes, limitations on debt, liabilities and obligations, and authorization to construct additional facilities or dispose of existing property. Each Strategic Partnership Agreement shall allow the City to annex any property within the District for limited purposes, and to levy and collect sales and use taxes on such property. The City may use the sales and use taxes collected on such property for any lawful purpose. The Strategic Partnership Agreement may provide for the continuation of a limited district after full-purpose annexation of a District by the City.

3.5 Water and Wastewater Rates Post-Annexation. In accordance with Texas Water Code Section 54.016(h), the Developer and City acknowledge and agree that upon full-purpose annexation of the District that the City may set rates for water and wastewater (sewer) services for the property within the original territorial boundaries of the District at rates that may vary from those for other properties within the City for the purpose of wholly compensating the City for any assumption of obligation under the Texas Water Code, including without limitation, remaining bond indebtedness or other residual District liabilities. The Developer and City further agree that the basis for calculating such variance in rates provided as Exhibit “H” attached hereto and incorporated herein fully complies with Texas Water Code 54.016(h). Developer acknowledges and agrees that Developer shall take all necessary actions to inform and impose the notice requirements provided under Texas Water Code 54.016(h) upon subsequent owners of the Land and to otherwise comply with other provisions of the same.

ARTICLE IV. ISSUANCE OF BONDS BY THE DISTRICT

4.1 The District may issue bonds and notes, including bond anticipation notes or refunding bonds (the “District Bonds”) for any purpose not specifically prohibited by law or this Agreement, or rules and policies of the Texas Commission on Environmental Quality (the “Commission”). District Bonds shall be issued according to and in the manner provided by the rules, policies, and requirements of the Commission. It is specifically agreed that the District Bonds, when issued, may be secured by a pledge of the District’s taxes, and may include a pledge of the District’s revenues. In addition to its other duties and obligations under this Agreement, Developer agrees to limit the total bonds issued by the District and all Districts created under Article II (excluding any refunding bonds or bonds solely supported by a pledge of revenues and not by ad valorem taxes), and the total reimbursement to all developers, to Thirty-Eight Million Dollars (\$38,000,000.00) reasonably adjusted for inflation. Upon inclusion of additional land as authorized under this Agreement, this allowable reimbursement shall automatically increase by the amount of \$100,000 per acre of additional included land, with the aggregate allowed reimbursement, for all Districts created pursuant to this Agreement, not to exceed \$117,000,000.00 reasonably adjusted for inflation. Developer further agrees not to seek reimbursement for any costs or expenses other than costs and expenses that are authorized for reimbursement by a district under Texas law. Additionally, the term of any individual District Bond shall not exceed twenty-five (25) years, unless the City specifically approves a longer term for a particular bond issue. Developer may allocate the amount of bonded debt between the various Districts. Subject to the reimbursement limit reasonably adjusted for inflation, as set forth above, the amount of District Bonds issued at any time by a District shall be limited only by applicable statutes and the rules of the Commission. Bond issue documents shall be consistent with any applicable rules of the Commission. The limitations on the amount of District Bonds and the reimbursement to Developer contained in this section shall continue to bind Rowe Lane, Landowner, and any subsequent developers or landowner, regardless of any assignment under Article IX or Article X of this Agreement.

4.2 The parties hereto recognize and agree that this Agreement is not intended to restrict or limit the powers and authority of the District to acquire, own, operate and maintain water or wastewater systems, drainage facilities, recreational facilities, roads, or any other systems, facilities, assets, or properties of or serving the District. The District may use funds and assets from any available, lawful source to provide for acquisition, ownership, maintenance and

operation of its systems and facilities, as well as to accomplish any purpose or to exercise any function, act, power or right authorized by law. Such sources shall include without limiting the generality of the foregoing, revenues from any of the systems, facilities, properties and assets of the District not otherwise committed for the payment of indebtedness of the District, operation and maintenance taxes, loans, gifts, grants and donations from public or private sources, and revenues from any other source lawfully available to the District.

4.3 The District may issue District Bonds for the design, development, purchase, construction, acquisition, ownership, operation, repair, extension and improvement of land, easements, works, improvements, facilities, systems, plants, equipment, appliances, and interests in property, and contract rights needed therefore, and administrative facilities needed in connection therewith necessary or desirable to:

- (a) Provide a water supply for municipal, domestic, and commercial use;
- (b) Collect, transport, process, dispose of, and control all domestic, industrial or communal wastes;
- (c) Gather, conduct, divert, and control local storm water, or other local harmful excesses of water in the District;
- (d) Acquire, develop, and maintain parks and recreational facilities (subject to the limitations set forth in Section 5.3 on Developer's right to seek reimbursement out of bond proceeds for portions of the Land dedicated under Section 5.3);
- (e) Pay organization expenses, operation expenses during construction, and interest during construction; and
- (f) Design, acquire, construct, finance, issue bonds for, improve, operate, maintain, and convey to this state, a county, or a municipality for operation and maintenance, roads or improvements in aid of those roads, including storm drainage.

4.4 A copy of any bond application and accompanying regulatory information shall be provided to the City a minimum of thirty (30) days prior to the filing of the same at the Commission. Not later than thirty (30) days after receipt of the application, the City shall have the right to object to said issuance if the bond application and accompanying regulatory information do not conform to the terms of this Agreement and, upon receipt of a timely

objection, Developer shall not proceed with such issuance until the revised application conforms with this Agreement.

ARTICLE V. CONCEPTUAL LAND USE PLAN, DEVELOPMENT
REQUIREMENTS, AND FEES

5.1 Conceptual Land Use Plan. Attached hereto as Exhibit E is the Conceptual Land Use Plan for the Land, which sets out, among other items, the land use categories and general alignment, size, and type of lots, local streets, major roadways, easements, greenbelts, parks, and utility facilities, to the extent such information can be determined at the time this Agreement is executed.

(a) The City agrees that it will review Landowner’s applications within the timeframes outlined in the City’s Unified Development Code and will approve such applications that are consistent with the approved Conceptual Land Use Plan, subject to the following:

(b) Developer shall submit applications consistent with the City’s Unified Development Code and Building Regulations (Chapter 150 of the City’s Code of Ordinances) as the same may be amended from time to time. Further, Developer shall comply with the City’s requirements for residential and non-residential construction that are in effect at the time a preliminary plan is submitted.

5.2 Public Use Facility Tract. The Conceptual Land Use Plan designates a “public use facility” tract containing approximately 4.5 acres, which is intended to be dedicated by Developer to the City through the platting process. In the event that the City has not accepted the offered dedication, as evidenced by the City improving the tract, or a permitted assignee of the City improving the tract with facilities for public use within ten (10) years from the date that the tract is accessible by a fully constructed platted public road within the Development, City shall be deemed to have rejected the dedication and Developer’s dedication offer of the tract to the City shall terminate and be released. Following such rejection and upon the request of Developer, the City shall acknowledge such rejection of the public use facility tract dedication, which shall then revert back to Developer without reservation or encumbrance. For purposes of this Section 5.2, permitted assignees of the City’s dedication shall include other public entities, including, without limitation, an emergency services district created under the laws of the State of Texas.

5.3 Parkland Dedication. Landowner shall dedicate land equal to ten percent (10%) of the total acreage within the Development for public use. Such dedicated land shall be located within the Development, for use as neighborhood parks and open areas in conjunction with the City's Park Master Plan. Quantification of the dedicated land under this Section shall be subject to the following and is generally depicted on Exhibit E:

(a) 100-year flood plain depicted on the applicable FEMA Flood Insurance Rate Map (FIRM), as the same may be amended, shall be credited for up to fifty percent (50%) of the minimum 10% acreage requirement.

(b) Fifty percent (50%) of the area within the Lower Colorado River Authority (LCRA) transmission line easement on the eastern boundary of the 198.69-acre tract of land described in Exhibit A shall be credited against the minimum 10% acreage requirement provided that a hike and bike trail ten (10) feet wide is constructed within the easement with the permission of the easement holder.

(c) One hundred percent (100%) of the area within the gas easement on the western side of the land described in Exhibit A shall be credited against the minimum 10% acreage requirement provided that a hike and bike trail ten (10) feet wide is constructed within the easement as permitted by the easement holder. [See Restrictive Covenants and Partial Release of Easements recorded in Document No. 2018051816, Official Public Records, Travis County, Texas.]

(d) 100% credit for lake areas (wet detention areas) that are designed to contain a permanent pool of water, including any adjacent areas occupied by landscaped vegetation, trails, and nature observation and fitness facilities.

(e) 10% parkland per acre of land within a subdivision shall be dedicated with each phase or section of the subdivision. However, by written agreement with the City, parkland in excess of 10% may be dedicated earlier, and subsequent phases or sections will provide less than a proportionate share, provided that the cumulative amount dedicated, on a rolling basis, is never reduced below a ratio of 10 % parkland to developed land.

(f) At the City's request, Developer shall convey to the City and the City shall own, operate, and maintain any park areas, provided that applicable law allows the District to reimburse the Developer for the costs of any park areas that are conveyed to the City. All District residents shall be entitled to use park and open areas conveyed to the City the same as in-City residents.

(g) The District, or established homeowners' association if required by the City for areas not desired to be owned and operated by the City upon full purpose annexation, shall own, operate, and maintain the remaining parkland areas including all floodplain areas and wet detention (lake) areas. The District shall coordinate park facilities and improvements in accordance with the City's parkland standards as provided for within the City's Unified Development Code and Park Development Manual for parkland development and shall confer with the City's Parks Director prior to developing park facilities and improvements; provided, however, the City acknowledges that the District's authority for developing parks and recreational facilities is governed by the provisions of the Article 16, Section 59 of the Texas Constitution and Chapter 49, Subchapter N, of the Texas Water Code.

(h) Dedication shall occur at the time of final plat approval of the land surrounding the park or open areas.

(i) Developer may seek reimbursement from the District for the costs of acquiring, developing, and maintaining parks and recreational facilities on behalf of the District.

(j) Floodplain and water quality requirements are subject to Travis County's and Williamson County's jurisdiction, as applicable. In addition and in accordance with City Ordinances, no flood plain shall be altered or modified except as allowed by applicable laws and regulations.

(k) The 100-year floodplain shall be defined as that area calculated by Developer's engineer of record and approved by the Travis County Flood Plain Administrator, Williamson County Floodplain Administrator and the City of Pflugerville's Flood Plain Administrator, as applicable. The City shall have the right to review and approve any flood plain study and calculations. Developer's flood plain study and calculations shall be in a form acceptable to FEMA and, shall be submitted to FEMA for a Letter of Map Revision (LOMR) and include a floodway determination as required by the applicable jurisdiction.

5.4 Platting, Permitting, and Fees. Landowner agrees that the Unified Development Code and Building Codes of the City shall apply to the platting and development of the Land. Fees shall be assessed and paid in accordance with the Unified Development Code and associated fee schedules. A City site development permit shall be required for any non-residential structure constructed within the Development. A City building permit shall be required for any structure constructed on a platted lot within the Development regardless of whether it is an initial structure, a modification or renovation thereto, or a subsequent structure

proposed to be built upon the Land. Completion of the facilities described on Exhibit J shall satisfy all requirements for payment of park development fees under the Unified Development Code.

5.5 Standards for Development.

The Development, including all requirements of subdividing the property, site development and vertical construction, shall be reviewed and approved in accordance with all applicable provisions of law, including, if applicable, the Unified Development Code (“UDC”) and Building Codes, as amended from time to time, and in accordance with the development designations as provided for in Exhibit E-1, and the following:

(a) Parkland. Any and all parkland requirements applicable to the Development shall be as set forth in Section 5.3 of the Agreement and as described on Exhibit J. The District will construct parks and recreational facilities serving the Development pursuant to the provisions of the Article 16, Section 59 of the Texas Constitution and Chapter 49, Subchapter N, of the Texas Water Code.

(b) Extension of Preliminary Plan and Subdivision Construction Plan Approvals.

(i) The City agrees that all of the land within the boundaries of a District shall be granted an exception from any provision of the City's codes and ordinances that limits the effective life of an approved preliminary plan, including the two-year limitation on the life of an approved preliminary plan or preliminary plat as provided for in Subchapter 15 of the Unified Development Code. The land comprising the Development shall be included within not more than six (6) preliminary plans as depicted in Exhibit E-2, each of which shall have an extended life as follows:

Any approved preliminary plan will expire on the later of five years after the date of approval of the preliminary plan, or two years after the date of approval of a final plat covering a portion of the property within the preliminary plan, unless a Complete Application for another final plat is submitted and is ultimately approved, in which case the approved preliminary plan will expire two years from the date of approval of the succeeding final Plat.

(ii) The City agrees that for all of the land within the boundaries of a District, an exception is hereby granted from any provision of the City's codes and ordinances that

limits the effective period for an approval of subdivision construction plans or that limits the duration of a subdivision construction permit, including the requirement that construction begin within 180 days after issuance of a construction permit as provided for in Subchapter 15.11.5 of the Unified Development Code. Any approved subdivision construction plans and any subdivision construction permits covering land within the boundaries of the District shall have a life of one year.

(iii) When expired construction plans for a subdivision within the Development are resubmitted to the City for approval, the construction plans review process shall be expedited such that the City Engineer shall approve or deny the application and provide written comments regarding necessary revisions or requests for additional information not later than 30 days after the plans are submitted.

(c) Subdivision Construction Standards. Subdivision construction pursuant to a preliminary plan and final plat shall comply with the City of Pflugerville Construction Standards, as amended from time to time.

(d) Developer and the City acknowledge that the City's Unified Development Code currently allows single-family residential structures in zoning district SF-R to be constructed with a minimum interior side setback of five (5) feet. The City agrees that, notwithstanding any amendments to the City's Unified Development Code or any other ordinances of the City, the City shall not require any single-family residential structure located on any lot within the Development to be constructed with an interior side setback greater than five (5) feet.

(e) Single Family Tracts as identified on the Conceptual Land Use Plan shall be subject to the Single Family Residential (SF-R) zoning district requirements of the Unified Development Code (UDC), as amended, as it pertains to land use, bulk standards, architectural, and site design requirements. Mixed Use parcels as identified on the Conceptual Land Use Plan shall be subject to the Single Family Mixed Use (SF-MU) zoning district requirements of the Unified Development Code (UDC), as amended, as it pertains to land use, bulk standards, architectural, and site design requirements, provided Mixed Use parcels do not exceed the 45 acres within the overall development as provided for on the Concept Plan.

(f) In lieu of the architectural requirements set forth in the City's Unified Development Code, builders within the Development shall have the option of implementing the alternative architectural requirements provided for in Exhibit K#.

(g) All non-residential tracts as identified on the Conceptual Land Use Plan shall be subject to the Neighborhood Services (NS) or Retail (R) zoning district requirements of the Unified Development Code (UDC), as amended, as it pertains to land use, bulk standards, buffer yard, architectural, and all site design requirements.

(h) A landscape lot or easement owned and maintained by a homeowners' association (HOA) shall be provided along all collector or arterial roadways to provide a streetscape and buffer between the road and adjacent development. Along an arterial, the landscape lot shall have a minimum width of 20 feet, along all collectors, the width shall be 15 feet. The landscape lot or easement shall include the adjacent lot's fencing, any subdivision perimeter fencing, subdivision signage, and street yard trees as required per the Unified Development Code (UDC), as amended.

(i) Wall, fence, and landscape easements with a minimum width of 5 feet shall be provided on all single-family lot lines with a fence along a local street, or along a lot line that faces a public space including but not limited to a park, common open space, trail, or similar. The easement shall contain at a minimum the subject property's fence which shall be maintained by the HOA.

5.6 Utility Corridors Easement Open Space

The area within the Lower Colorado River Authority (LCRA) transmission line easement on the eastern boundary of the 198.69-acre tract of land described in Exhibit A and the area within the gas easement on the western side of the tract as described in Exhibit A shall be reserved as open space. A concrete, or other material preferred by the easement holder, hike and bike trail ten (10) feet wide shall be constructed within the easement if permitted by the easement holder. If the easement holder does not permit the trail within the easement, a 10' wide trail shall be provided adjacent to the easement within a public access easement adjacent to the LCRA or gas line easement and constructed as part of the public infrastructure plans for each applicable phase, unless constructed earlier. Provided that the Williamson County portion of the 198.69 acre tract described in Exhibit A remains within the City extraterritorial jurisdiction at the time of its development, a six-foot-wide sidewalk shall be installed adjacent to the right-of-way of County Road 198 on the northern boundary of the 198.69 -acre tract. These open space areas and associated improvements shall be counted as part of the Parkland Dedication requirements provided in Section 5.3 above.

5.7 Transportation and Infrastructure Considerations

(a) Right-of-Way.

The Developer agrees to dedicate to the public any portion of the Land required as right-of-way for the boundary streets depicted in Exhibit E hereto in an amount determined by any applicable City transportation plans, Travis County transportation plans, or the CAMPO long range transportation plan, as now or hereafter amended, whichever is greater, for all collector and arterial roadways internal or adjacent to the District.

(b) Boundary Road Payments. Developer or the District and the City contemplate that the Developer or the District will participate in:

(1) the cost of initially planning, designing, and constructing Hodde Lane, Cele Road, Melber Lane, and Kelly Lane Phases 2 and 3 (the “Boundary Roads”) roadway improvements (the “Boundary Road Improvements”) in an amount attributable to the impact caused by the development of the Land on the Boundary Road Improvements by paying a “Boundary Road Construction Payment” (as defined and provided in subsection (c) below); and

(2) the cost of designing and constructing additional turn lanes, signalization improvements and related road infrastructure improvements associated with the Boundary Road Improvements (such additional lanes, signalization improvements and related road improvements being hereafter referred to as the “Road Infrastructure”) by paying a “Road Infrastructure Payment” (as defined and provided in subsection (d) below).

The Boundary Road Construction Payment and the Road Infrastructure Payment are hereafter collectively referred to as the “Boundary Road Payments.”

(c) Boundary Road Construction Payment. Developer (or the District) agrees to pay the City the Boundary Road Construction Payment at the time of final plat for all or any portion of the Land in the amount of \$1,200 for each residential dwelling unit or per service unit for non-residential uses located within the portion of the Land within the District that is being platted. The parties agree that the \$1,200 amount represents a reasonable estimate of the Land’s portion of the costs for planning, designing, and constructing the Boundary Road Improvements. The service units for any non-residential uses in the District shall be determined according to Section 152.18 of the Pflugerville Code of Ordinances. The obligation for payment of the Boundary Road Construction Payment to the City shall be binding on Developer or the District and their

respective successors and assigns. The liability of Developer or the District for payment of the Boundary Road Construction Payment shall be reduced by all amounts expended by the Developer or the District for the City's share of costs for the planning, designing, or constructing the Boundary Road Improvements identified in Section 5.7(b) above. The liability of Developer or the District for payment of the Boundary Road Construction Payment shall also be reduced by the value of land that the Developer dedicates for right-of-way for the Boundary Roads in excess of that land required for platting under the UDC. The value of the excess land shall be determined by an independent third-party appraisal provided by Developer. The Development or the District shall have no obligation for payment of impact fees assessed by the City for roads, drainage, or services other than water or sewer services (if provided by the City).

(d) Road Infrastructure Payment. Developer (or District) agrees to pay the City the Road Infrastructure Payment at the time of final plat for all or any portion of the Land in an amount to be determined as provided below in this subsection for each residential dwelling unit or per service unit for non-residential uses located within the portion of the Land being platted. The amount of the Road Infrastructure Payment shall equal a pro-rata share of the Road Infrastructure (as determined by a traffic impact analysis encompassing and analyzing the impact of all the Land on the Boundary Road Improvements). At the time a final plat is recorded for a portion of the land within the District, Developer shall pay the Road Infrastructure Payment based on the number of lots contained in the final plat.

(e) Escrowed Payments. All Boundary Road Construction Payments and Road Infrastructure Payments paid by the Developer to the City shall be held in escrow by the City and shall be used solely for payment by the City of Boundary Roads construction costs and Road Infrastructure costs. These escrowed funds shall be deposited and maintained by the City in a designated bank account that is separate from the general funds of the City. The City shall provide the Developer and the District with quarterly reports on the status and use of the escrowed funds.

Notwithstanding the above provisions in this Section 5.7, at any time after the Effective Date, upon the City's or Travis County's commencement of construction of the Boundary Road Improvements to Cele Road, Developer agrees to make advance payment of the Boundary Road Payments for the lots that are proposed to be built on Land that is within the boundaries of the District (at the time of commencement of such construction), for such Land that has not been previously included in a final plat; provided, however, the aggregate amount of the advance

payment shall not exceed the Development's pro-rata share of the actual cost of the Boundary Road Improvements to Cele Road that are then being constructed by the City.

5.8 Restrictive Covenant. Developer has previously recorded a restrictive covenant (the "Restrictive Covenant") requiring the Land to be developed in compliance with the Conceptual Land Use Plan, as amended. The Restrictive Covenant is recorded in Document No. 2009048623, Official Public Records of Travis County, Texas and in Document No. 2009018880, Official Public Records of Williamson County, Texas. Developer shall amend the Restrictive Covenant to add any of the Land that is included within the boundaries of a District contemporaneously with such addition and shall provide a copy of the amendment to the City within thirty (30) days of recording the same.

The City shall file and maintain the Conceptual Land Use Plan in the City's records, and all modifications and amendments thereto. The City will approve a preliminary plan that is consistent with the Conceptual Land Use Plan for the tract that is the subject of the preliminary plan provided that the preliminary plan satisfies all other applicable requirements including those set forth in this Agreement. The City's approval of a preliminary plan shall constitute the City's acknowledgment that such tract complies with the applicable Conceptual Land Use Plan.

ARTICLE VI. WATER, WASTEWATER, AND DRAINAGE FACILITIES

6.1 Scope of Facilities. It is anticipated that the Water System and the Collection System will serve not more than 3,456 LUEs or service units within the Development, exclusive of commercial, retail or non-residential property.

6.2 Water Supply. Developer intends to secure a wholesale contract with Manville Water Supply Corporation ("Manville") for water service within the Districts. Developer shall provide the City with a copy of the wholesale contract. Developer will assign the wholesale contract, in part, to each of the Districts according to the needs of each. Upon full-purpose annexation, the City agrees to assume the rights and obligations under the portion of the wholesale contract relating to a District that is annexed. If Manville does not execute a contract for wholesale water service for whatever reason, then the City may consider providing wholesale water service to the Districts by means of the City water supply system, provided that the Developer, at its sole expense, is responsible for ensuring the following conditions are met:

- (i) Manville releases its certificate of convenience and necessity for the area to be served and agrees that the City may provide wholesale service;

- (ii) Any required extension of the City’s water supply system shall be completed with no expense to the City;
- (iii) Sufficient capacity exists in the City’s water treatment plant.

6.3 Transfer of Certificated Service Area. District agrees, at the District’s sole expense, to obtain the applicable certificate of convenience and necessity (“CCN”) for water service within the District within three (3) years of the Effective Date for Land currently within the District and within three (3) years after any portion of the Land is included with a District. The District shall cooperate with the City to affect the transfer of the CCN, at the City’s expense, to the City under applicable provisions of the Texas Water Code immediately prior to or upon annexation if requested by the City.

6.4 Designation of Wastewater Basin for Impact Fees. The City agrees to provide wholesale wastewater service to the Districts created pursuant to Article II as follows:

Wilbarger Basin Service	1,045 LUEs (695 of these LUEs may ultimately be diverted Cottonwood Basin Service, if subsequently authorized by the City)*
Cottonwood Basin Service	3,106 LUEs for residential use inclusive of the 695 from the Wilbarger Basin Service above plus unallocated non-residential capacity)*

* The City’s commitment to provide LUE capacity in the Cottonwood Basin is entirely contingent upon the City’s determination that providing service within the Cottonwood Basin is feasible and in the best interest of the City, in the City’s sole discretion. In the event that the City determines that providing service in the Cottonwood Basin is not feasible and in the best interest of the City, capacity to the District shall be limited to 1,045 LUEs from the Wilbarger Basin until such time that the City constructs additional capacity in the Wilbarger Basin via existing facilities or a new wastewater treatment plant in the Wilbarger Basin, but then only to the extent of such additional available capacity as determined in the City’s sole discretion based on current and projected capacity needs in the Wilbarger Basin. In the event that sufficient capacity is not available in the Wilbarger Basin as determined by the City in writing and in response to a written

request from the District for additional capacity, the District shall be entitled to seek a wastewater treatment and discharge permit without opposition from the City.

The wastewater impact fee for each LUE of wastewater service shall be determined according to the basin facilities that will ultimately receive the wastewater flows; provided, however, the Developer shall be allowed to purchase and receive not less than 350 LUEs of Wilbarger Basin Service on a long-term basis.

6.5 Wastewater Infrastructure Commitment

In order to facilitate the provision of wastewater service by the City to the Development, Developer agrees to cooperate with Mid-Tex Partners Ltd. for the design and construction of the Vine Creek Lift Station at size of 1,200 LUEs, on terms agreeable to Mid-Tex Partners, Ltd. and the Developer, pursuant to a three-party agreement between Developer, Mid-Tex Partners, and the City. The three-party agreement is attached hereto as Exhibit I.

6.6 Wastewater LUE Takedown Commitment

At such time the City determines that it will serve property within the Cottonwood Basin, the Developer agrees to fund an annual “take or pay” purchase of not less than 100 Cottonwood Basin wastewater LUEs per year from the City with the first purchase payment being due to the City within thirty (30) days’ from notification to the Developer of the commencement of construction of the New Sweden Wastewater Treatment Plant and wastewater interceptor to the Vine Creek Lift Station. For each year after the commencement of construction of the New Sweden Wastewater Treatment Plant and wastewater interceptor, the Developer’s annual purchase obligation shall be reduced by credits for any purchases of Cottonwood Basin wastewater LUEs made: (i) prior to the commencement of construction of the City’s proposed New Sweden Wastewater Treatment Plant; or (ii) in excess of 100 LUEs in any prior year. Developer’s wastewater takedown commitment shall terminate when Developer has purchased a cumulative total amount of 1,000 Cottonwood Basin wastewater LUEs. The amount of the impact fee applicable to and assessed for the 1,000 Cottonwood Basin wastewater LUEs encompassed in the takedown commitment shall initially be the impact fee amount applicable at the time of payment. However, such impact fee amount shall be adjusted at the time a final plat is submitted that includes any previously paid for LUE to the then applicable impact fee assessment amount, the difference in the amounts, if any, becoming due and payable at the time a building permit is issued for any affected lot. Notwithstanding the foregoing and for clarity,

upon satisfaction of the takedown commitment, the Developer will still be obligated to pay all impact fees for each LUE in excess of 1,000 LUEs contemplated above at the time of final plat for residential and at the time of building permit for non-residential.

6.7 Ownership of System. Developer will construct and own the Water System, the Collection System, and the Drainage System, except, as provided herein with respect to oversizing of water and wastewater system components, the City shall own an undivided interest in the excess capacity from such oversizing of components paid for by the City. Developer shall be entitled to receive reimbursement from the District for the cost of construction of such systems and facilities at such time as Developer conveys ownership thereof to the District.

6.8 Oversizing of District Facilities by the City. At the request of the City, Developer will enter into an oversize participation agreement.

6.9 Construction Plan Approval and Inspections. Developer agrees that all infrastructure facilities, including roadways, drainage and utilities, shall be designed and constructed to the City's standards and Developer shall be subject to the City's processes for construction plan approval and inspection of all infrastructure facilities.

6.10 Standards for Water and Wastewater Connections. All individual water and wastewater service connections to the Water System and the Collection System shall be made in compliance with City standards.

6.11 Title to Property and Easements. Developer agrees to provide to the City and the District, as applicable, appropriate title to property on which lift stations and other publicly maintained facilities are constructed, easements upon which force mains and transmission lines are constructed for the Water System, the Collection System, and the NPWIS, and access and other easements as reasonably necessary for the City, Developer, and the District to provide the necessary water and wastewater services to the Development.

6.12 Professional Services Agreement for Operation and Maintenance. By contract (the "Professional Services Agreement"), the City shall operate, repair, maintain and manage the facilities and equipment necessary to: (1) transport, deliver and distribute the water furnished to residents of the District; and (2) collect and transport the wastewater generated inside the District to the extent contemplated by this Agreement for the Wilbarger Basin only to serve a maximum of 1,045 LUEs unless otherwise subsequently mutually agreed to by the parties for service to other wastewater customers outside the Wilbarger Basin, specifically including those within the Cottonwood Basin. The management function shall include responsibility for billing and

collecting all fees for water and wastewater utility service on behalf of the District. This operation, repair, maintenance and management shall be of a quality and on a frequency as such service is provided by the City to other City water and wastewater customers. Costs associated with such operation, repair, maintenance, and management of the Water System, the Collection System, and the NPWIS by the City shall be satisfied from and be deemed to be equal to the amount of revenue the City collects from the water and wastewater customers within the District, excluding any amounts collected by the City on behalf of the District. The Professional Services Agreement shall at a minimum contain the provisions set out herein in Exhibit F.

6.13 Water and Wastewater Rates. Rates for water and wastewater service within the District shall be set by the District to recover the costs of operating the District, operating and maintaining the District's facilities and the District's share of the NPWIS, obtaining wholesale water and wastewater service, and fairly compensating the City for services provided under the Professional Services Agreement. No additional charges, fees or the like shall be assessed against Developer or the District for such services. The City agrees that the Professional Services Agreement will compensate the City for the costs associated with the operation, maintenance, repair, or replacement of components of the Water System, the Collection System, and the District's share of the NPWIS through the water and wastewater rates charged to the District's individual customers and no additional charges, fees or the like will be assessed against Developer or the District for such services. Developer shall pay impact fees due under any wholesale contracts to which it is a party directly to the wholesale supplier. All other fees shall be paid for in accordance with the Professional Services Agreement.

6.14 Monthly Billing. Pursuant to the City's obligations under the Professional Services Agreement to manage the Water System, the Collection System, and the NPWIS, the City shall read the meter and render a bill for each individual customer on a basis similar to that followed for in-City customers. Landowner and the District agree that the City can terminate water service, wastewater service, or both services to a customer upon the same basis as the City can terminate such service to an in-City customer. The City and the customer will be responsible for arranging restoration of service.

6.15 Rules Governing Use of Water and Collection Systems.

(a) Developer and the District agree to adopt and impose water conservation and Water System protection measures upon customers and users of water in the District, and to use all reasonable efforts to require the District to adopt and impose water conservation and Water System protection measures. Such water conservation and Water System measures imposed by Developer and/or the District shall be consistent with the conservation and Water System protection measures adopted and imposed from time to time by Manville Water Supply Corporation upon its members and by the City upon water customers of the City with the provision that the most stringent measures shall apply, including those provided in Chapter 53 of the Pflugerville Code of Ordinances relating to cross-connection control and backflow prevention.

(b) Developer agrees to adopt and impose, and to use all reasonable efforts to require the District to adopt and impose, rules governing the discharge of wastewater into the Collection System that are consistent with the City's Industrial Waste Ordinance. The wastewater discharged into Collection System shall be treatable by standard wastewater treatment plant processes.

ARTICLE VII. MATERIAL BREACH

Except as expressly provided elsewhere in this Agreement, if a party to this Agreement commits a material breach, as defined by Texas law, of this Agreement, the other parties hereto may exercise all remedies at law or in equity including enforcement of the provisions violated; provided, however, that no such relief may be sought until written notice has been given to the defaulting party of such breach and a reasonable opportunity is given to the defaulting party to cure the breach, which in no event shall be less than ninety (90) days from the date of the notice. It is expressly understood and agreed by the parties that certain approvals and authorizations from non-parties, including the Commission, may be required to carry out or fulfill some of the obligations contained herein. Any delay in a party's ability to fulfill any obligations herein which results from such party being unable to timely obtain such authorizations shall not constitute a material breach. The parties specifically agree that in case of a material breach of this Agreement, the non-defaulting party shall have the equitable right of specific performance in addition to any other legal or equitable remedies available. A party shall not be liable for any

special, indirect, incidental or consequential damages of any nature, including without limitation, loss of profits or revenue.

ARTICLE VIII. ADOPTION OF THIS AGREEMENT BY DISTRICT

As to any District within the Development, Developer shall use its best efforts to get that District to agree to a total conveyance and assignment to the District of Developer's interests in this Agreement, as such relates to that District. Upon assignment and acceptance of the same by a District of all or part of the rights, duties, and obligations of Developer to a District, the District shall stand alone in the place and stead of Developer, with respect to those legal rights and duties specifically identified herein or indicated by the term "Developer," "Landowner," or "Rowe Lane," as the case may be, except as otherwise provided in the assignment, and provided that Developer and any subsequent developers of the Land and Landowner shall not be relieved from compliance with this Agreement to the extent it imposes covenants running with the land and where the context of this Agreement imposes limitations on the subdivision of the Land into platted lots, including, without limitation, the restrictions on bonds and reimbursement contained in Article IV and the provisions concerning the Conceptual Land Use Plan and parkland dedication contained in Article V. Upon such assignment, Developer shall be released from the liabilities, responsibilities, and obligations under this Agreement that are transferred to the District.

ARTICLE IX. BENEFITS OF AGREEMENT

This Agreement is for the benefit of the City, the District, and Developer, its successors and assigns, and shall not be construed to confer any benefit on any other party except as expressly provided herein. This Agreement may be executed by the City and Developer prior to creation of a District and shall be binding upon the City and Developer pending creation of the District until the District accepts an assignment from Developer assuming Developer's obligations hereunder.

ARTICLE X. ASSIGNMENT OF AGREEMENT

Landowner from time to time shall transfer, convey or assign its interest in this Agreement in conjunction with the sale, conveyance or transfer of all or any part of the Land, and such transfer, conveyance, or assignment shall bind the assignee to the terms and conditions of this Agreement. Should a Landowner assign all or part of this Agreement, the Landowner shall provide the City and the District, as applicable, with notice of the assignment. Upon such assignment, the transferring Landowner shall be released from the liabilities, responsibilities and obligations under this Agreement with respect to the Land involved in the assignment or assignments, provided the assignee has assumed in writing the transferring Landowner's responsibilities hereunder.

ARTICLE XI. TERM OF AGREEMENT

This Agreement shall terminate in whole or, as appropriate, in part at the time all of the Land within the District, or all the land within a specific District, if more than one is created hereunder, has been annexed by the City and the City has assumed all obligations of the District; provided however, this Agreement shall terminate, in part, as to any portion of the Land that is not included within the boundaries of a District within 20 years of the Effective Date.

ARTICLE XII. MISCELLANEOUS PROVISIONS

12.1 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch. The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests, and restraints of governments and people, regulatory delay, explosions, breakage or damage to machinery or pipelines and any other inabilityes of

either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

12.2 Address and Notice.

(a) Manner of Giving Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made or accepted by any party to the other must be in writing and may be given or be served by depositing the same in the United States mail, postage prepaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same the representative of the party identified in Section 12.2(b). Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) business days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. However, in the event of service interruption or hazardous conditions, neither party will delay remedial action pending the receipt of formal notice.

(b) Addresses. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided be as follows:

If to the City, to: City of Pflugerville
 P.O. Box 589
 Pflugerville, Texas 78660
 Attention: City Manager

If to Rowe Lane, to: Rowe Lane Development, Ltd.
 4421 Rowe Lane
 Pflugerville, Texas 78660

If to Landowner, to: Robert M. Tiemann
 4421 Rowe Lane
 Pflugerville, Texas 78660

The parties shall have the right from time to time and at any time to change their respective addresses and representative, and each shall have the right to specify as its address and representative any other address or representative, provided at least five (5) business days’ written notice is given of such new address or representative to the other parties.

12.3 No Additional Waiver Implied. The failure of any party hereto to enforce, in any one or more instances, upon performance of any of the terms, covenants or conditions of the Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

12.4 Modification.

1. Minor Changes and Revisions. Due to the fact that the Land comprises a significant land area and its development will occur in phases over a number of years, modifications to this Agreement or the Conceptual Land Use Plan may become desirable due to changes in market conditions or other factors. Minor changes, revisions, and modifications to, and variances from this Agreement or the Conceptual Land Use Plan that do not increase the overall density of development of the Land may be approved administratively by the City Manager or designee, upon the City Manager's determination that the proposed change or variance is minor and is in the best interest of the City and the current or future residents of the District. Examples of minor changes, revisions, modifications, and variances include, but are not limited to, the following: street alignments, location of street types, lot types, open space, flood plains, utility facilities, or utility easements, , the designation of land for public or governmental uses, including parkland dedications that does not reduce the overall parkland dedication or park development fee, changes in land use (10 or less acres), and changes in lot sizes that do not result in an increase in the overall density of development of the Land. Changes in lot sizes that do not result in an increase in the overall density of development of the Land will not require a change to the Conceptual Land Use Plan, but associated preliminary plans shall be revised accordingly. The City Manager's negative determination to any proposed change or variance shall be appealable to the City Council for a final determination.

2. Major changes and Revisions. Major changes, amendments, and/or revisions to this Agreement or the Land Development Plan, including changes that result in an increase in the overall density of development of the Land, will be subject to review and approval by the City Council.

3. Except as otherwise provided in this Agreement, this Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto or their successors and assigns that are affected by such change or modification.

12.5 Captions. The captions appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

12.6 Severability.

(a) The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby, provided the overall intent and purpose of this Agreement can still be accomplished.

(b) In the event that the Commission or any court of competent jurisdiction determines that any provision of this Agreement exceeds the authority set forth by the Texas Water Code, the City, Developer, and the District agree to immediately amend this Agreement to conform to such ruling or decision, as necessary to maintain the original intent and purpose to the extent possible.

12.7 Merger. This Agreement embodies the entire agreement among the parties hereto on the subjects covered herein and there are no prior effective representations, warranties or agreements among the parties on the subjects covered herein. For clarification, this Agreement does not supersede the NPWIS Construction and Participation Agreement among the City, Rowe Lane, H2N Corporation, and Lakeside District 2-C. The NPWIS Construction and Participation Agreement remains in full force and effect.

12.8 Construction of Agreement. The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

12.9 Time of Essence. Time is of the essence in the performance of all rights, duties, and obligations under this Agreement.

12.10 Venue. Venue for any action under this Agreement shall lie in Travis County, Texas.

12.11 Other Instruments. The parties hereto covenant and agree that they shall take such further actions and shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

12.12 Clarification. Notwithstanding any other provision in this Agreement, this Agreement provides the City's consent to the creation of the District subject to the terms contained herein, but this Agreement does not obligate Developer to create any District.

12.13 Reimbursement of City Costs. Developer agrees to reimburse the actual costs incurred by the City after January 1, 2018, in an aggregate amount not exceeding Fifty Thousand Dollars (\$50,000.00), for legal, engineering, administrative, and financial advisory services and fees in connection with this Agreement and negotiating any associated development, strategic partnership or allocation agreement associated with the District or any District created pursuant to Article II.

12.14 Release of Non-Annexation Development Agreement. To the extent any of the Additional Land is the subject of a City of Pflugerville Non-Annexation Development Agreement, the City agrees that, upon the inclusion of any portion of the Additional Land into the District or another District created under Article II, such Additional Land shall be released from the applicable City of Pflugerville Non-Annexation Development Agreement(s) upon subsequent action of the City Council. Thereafter, the annexation of such Additional Land by the City shall be governed by the terms of the Agreement, as amended by this Amendment.

12.15 Recordation. Following execution of, or any subsequent modification or amendment to this Agreement, or inclusion of Additional Lands, Developer shall file and record a memorandum of agreement in the Official Public Records of each county in which a portion of the Land is located and that is affected by this Agreement that documents the existence and general import of this Agreement and any amendment hereto on the applicable tracts of land. Following recordation, Developer will provide a copy to the City.

[Remainder of page intentionally blank.]

EXECUTED in one or more counterparts, which taken together shall constitute an original, to be effective as of the date first above written.

City of Pflugerville, Texas

By: _____

Name: Sereniah Breland

Title: City Manager

Rowe Lane Development, Ltd.

By: Tiemann Land and Cattle Development, Inc.,
its general partner

By: _____

Matthew R. Tiemann, President

Landowner

Landowner

Carrie P. Tiemann

Robert M. Tiemann

- Exhibit A Real Property Description of the Land
- Exhibit B Additional Land
- Exhibit C NPWIS Map
- Exhibit D Strategic Partnership Agreement
- Exhibit E-1 Conceptual Land Use Plan
- Exhibit E-2 Preliminary Plan Boundary Drawing
- Exhibit F Professional Services Agreement
- Exhibit G Service Plan; Annexation Area
- Exhibit H Post Annexation Surcharge Formula
- Exhibit I Vine Creek Lift Station Agreement
- Exhibit J Parkland Development Fee Allocation
- Exhibit K Historical Residential Architectural Styles

EXHIBIT A
TO
AMENDED AND RESTATED COMPREHENSIVE DEVELOPMENT
AND CONSENT AGREEMENT FOR LAKESIDE MUD NO. 5

Description of the Land

Parcel A-1 – The Original District Property -198.69 Acres

Parcel A-2 – Triangle Tract – 5.05 Acres

Parcel A-3 – Weiss Tracts – 161.164 Acres

A PARCEL OF LAND IN TRAVIS COUNTY AND WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE JOHN C. DUVAL SURVEY No. 14, AND BEING A PART THAT 200 ACRE TRACT OF LAND CONVEYED BY ED. M. DOWNING TO THEO. TIMMERMAN BY DEED RECORDED IN VOLUME 194, PAGE 425 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at a ½" iron rod with cap marked "RJS" set in the East Line of that 199.80 acre tract of land conveyed to Don Lee Weiss and Gladys O. Weiss by deed recorded in Volume 2624, Page 275 of the deed records of Travis County, Texas, the same being the Northwest Corner of that 200.00 acre tract of land conveyed to Clarence Melber and wife, Betty Melber by deed recorded in Volume 1865, Page 542 of the Deed Records of Travis County, Texas, the same being the Southwest Corner of the said 200 Acre Tract of land described in Volume 194, Page 425, from which point the Southwest Corner of the said Melber 200.00 acre tract and the Southwest Corner of the 520 Acre Tract of the J. W. Darlington estate bears S.09°20'30"W., 1901.24 feet;

Thence N.09°14'25"E., along the West Line of the said 200 Acre Tract, at a distance of 218.21 feet pass a 10" square concrete monument found for the Southeast Corner of Lot 13, Rowe Lane Estates Section Two, according to the plat thereof recorded in Cabinet K, Slides 141, 142 and 143 of the Plat Records of Williamson County, Texas and also recorded in Volume 91, Pages 71, 72 and 73 of the Plat Records of Travis County, Texas, in all a total distance of 912.11 feet to a ½" iron rod found for the Northeast Corner of said Lot 13 and to the South Line of Gate Dancer Lane;

Thence N.09°01'56"E., along the Easterly Terminus of Gate Dancer Lane as shown on the said plat of Rowe Lane Estates Section Two and along the West Line of the said 200 Acre Tract, a distance of 59.98 feet to a ½" iron rod found for the Southeast Corner of Lot 12, Rowe Lane Estates Section Two;

Thence N.09°06'02"E., along the East Line of said Lot 12 and along the West Line of the said 200 Acre Tract, a distance of 708.76 feet to a metal tee fence post for the Northeast Corner of said Lot 12 and the Southeast Corner of Lot 7, Rowe Lane Estates 1, according to the plat thereof recorded in Cabinet K, Slides 75 and 76 of the Plat Records of Williamson County, Texas;

Thence N.09°21'45"E., along the East Line of said Lot 7 and along the West Line of the said 200 Acre Tract, a distance of 378.13 feet to a ½" iron rod found for the Northeast Corner of said Lot 7 and the Southeast Corner of Lot 6;

Thence N.09°14'41"E., along the East Line of said Lot 6 and along the West Line of the said 200 Acre Tract, a distance of 378.40 feet to a ½" iron rod found for the Northeast Corner of said Lot 6 and the Southeast Corner of Lot 5;

Thence N.09°22'38"E., along the East Line of said Lot 5 and along the West Line of the said 200 Acre Tract, a distance of 379.77 feet to a ½" iron rod found for the Northeast Corner of said Lot 5 and the Southeast Corner of Lot 1;

Thence N.09°12'20"E., along the East Line of said Lot 1 and along the West Line of the said 200 Acre Tract, a distance of 118.56 feet;

Thence crossing the said 200 acre tract the following four courses:

1. S.80°46'16"E. A distance of 147.38 feet to a point on a non-tangent curve to the right;
2. Easterly along the arc of said curve, a distance of 138.82 feet (said curve having a radius of 150.00 feet, a central angle of 53°01'29" and a chord bearing N.71°06'40"E., 133.92 feet);
3. N.09°13'44"E. A distance of 120.06 feet;
4. N.88°13'37"E. A distance of 309.79 feet to the North Line of the said 200 Acre Tract;

Thence S.80°55'56"E., along said North Line, a distance of 2169.75 feet to a ½" iron rod with cap marked "RJS set for the Northeast Corner of the said 200 Acre Tract;

Thence S.09°00'34"W., along the East Line of the said 200 Acre Tract and along the West Side of County Road 198 and Melber Lane, in part, a distance of 3176.39 feet to a 60d nail found in a fence for the Southeast Corner of the said 200 Acre Tract and the for the Northeast Corner of the said 200.00 acre Melber Tract;

Thence N.80°55'56"W., along the South Line of the said 200 Acre Tract, the same being the North Line of the said 200.00 acre Melber Tract, a distance of 2751.81 feet to the said Point of Beginning.

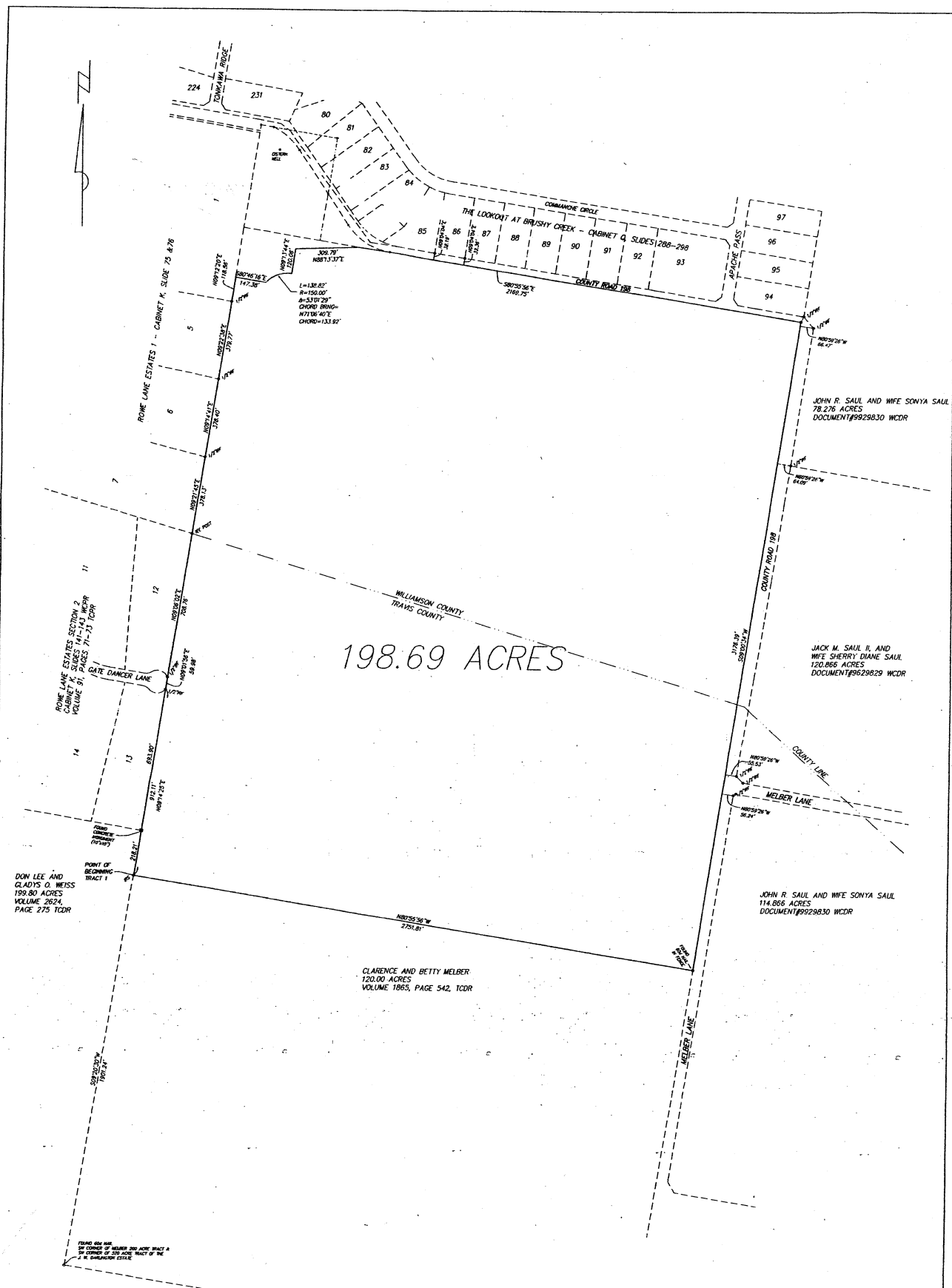
Containing 198.69 acres, more or less.


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



RJ Surveying, Inc.
1212 East Braker Lane
Austin, Texas 78753

This document was prepared under 22tac 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



198.69 ACRES

JOHN R. SAUL AND WIFE SONYA SAUL
78.276 ACRES
DOCUMENT#9929830 WCDR

JACK M. SAUL II AND
WIFE SHERRY DIANE SAUL
120.865 ACRES
DOCUMENT#9629829 WCDR

JOHN R. SAUL AND WIFE SONYA SAUL
114.866 ACRES
DOCUMENT#9929830 WCDR

CLARENCE AND BETTY MELBER
120.00 ACRES
VOLUME 1865, PAGE 542, TCDR

DON LEE AND
GLADYS O. WEISS
199.80 ACRES
VOLUME 2624
PAGE 275 TCDR

ROME LAKE ESTATES SECTION 2
CABINET Q SLIDES 141-143
VOLUME 51
PAGES 71-73 TCDR

ROME LAKE ESTATES 1 - CABINET K SLIDE 75 48.76

LEGEND:
IR = FOUND IRON ROD
IRS = SET 1/2" IRON ROD WITH CAP STAMPED "RS"

NOTE:
TRACTS 1 AND 2 ARE DESCRIBED
ON SEPARATE ATTACHMENTS



LAKESIDE M.U.D. 5

This document was prepared under 2251C, 86.23, and does not reflect the results of an oil or gas survey, and shall be used for other purposes at the owner's risk. The surveyor is not responsible for any errors or omissions in this document, and the owner is advised to consult with the proper authorities for the correct interpretation of the survey. The surveyor is not responsible for any errors or omissions in this document, and the owner is advised to consult with the proper authorities for the correct interpretation of the survey.

John Heston Heston
REGISTERED PROFESSIONAL LAND SURVEYOR HD 5241
STATE OF TEXAS

RJ SURVEYING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753 (512) 836-4793
DATE: JAN 27, 2005 SCALE: 1" = 200'
P. DR. 430, PG. 10 JOB NO. 1063

5.05 Acres

THAT PART OF THE JOHN C. DUVAL SURVEY No. 14, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF TRACT 2, CONTAINING 3.50 ACRES CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT No. 2003114459 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PART OF TRACT 1, CONTAINING 200.24 ACRES, CONVEYED TO ROBERT M. TIEMANN IN THE SAID DEED RECORDED IN DOCUMENT No. 2003114459 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at ½" iron rod with cap marked "RJ Surveying" set in the East Line of Lot 1, Rowe Lane Estates 1, according the plat thereof recorded in Cabinet K, Slides 75 And 76 of the Plat Records of Williamson County, Texas, the same being the Northwest Corner of said 200.24 Acre Tract and the Southwest Corner of said 3.50 Acre Tract;

Thence N.09°12'20"E., (Bearing Basis) along the East Line of said Lot 1, in part, and along the West Line of said 3.50 Acre Tract, (at a distance of 463.44 feet pass a ½" iron rod found for The Northeast Corner of said Lot 1, and at a distance of 472.96 feet pass a ½" iron rod set in concrete for the Northeast Corner of said plat of Rowe Lane Estates 1), in all a distance of 501.00 feet to the Northwest Corner of said 3.50 Acre Tract and to a point near the center of County Road 198;

Thence S.80°55'56"E., along said centerline and the North Line of said 3.50 Acre Tract , a distance of 61.40 feet to a point on a non-tangent curve to the right;

Thence along the centerline of County Road 198 and the Northeasterly Line of said 3.50 Acre Tract the following two courses:

1. Southeasterly along the arc of said curve, a distance of 168.01 feet, said curve having a radius of 300.00 feet, a central angle of 32°05'13" and a chord bearing S.49°41'03"E., 165.82 feet;
2. S.33°38'26"E. a distance of 253.00 feet;

THENCE S.09°12'20"W., along the East Line of said 3.50 Acre Tract, a distance of 229.07 feet to the Southeast Corner thereof and the North Line of said 200.24 Acre Tract;

THENCE S.80°55'56"E., along said North Line, a distance of 194.27 feet;

THENCE across said 200.24 Acre Tract the following four courses:

1. S.88°13'37"W. a distance of 309.79 feet;
2. S.09°13'44"W. a distance of 120.06 feet to a point on a non-tangent curve to the left;
3. Westerly along the arc of said curve, a distance of 138.82 feet, said curve having a radius of 150.00 feet, a central angle of 53°01'29" and a chord bearing S.71°06'40"W., 133.92 feet;

5.05 Acres

4. N.80°46'16"W. a distance of 147.38 feet to the West Line of said 200.24 Acre Tract and the East Line of said Lot 1;

THENCE N.09°12'20"E., along the West Line of said 200.24 Acre Tract and the East Line of said Lot 1, a distance of 240.69 feet to the said Point of Beginning.

Containing 5.05 acres, more or less, as shown on the sketch attached.

J. Kenneth Weigand Feb 12, 2015

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

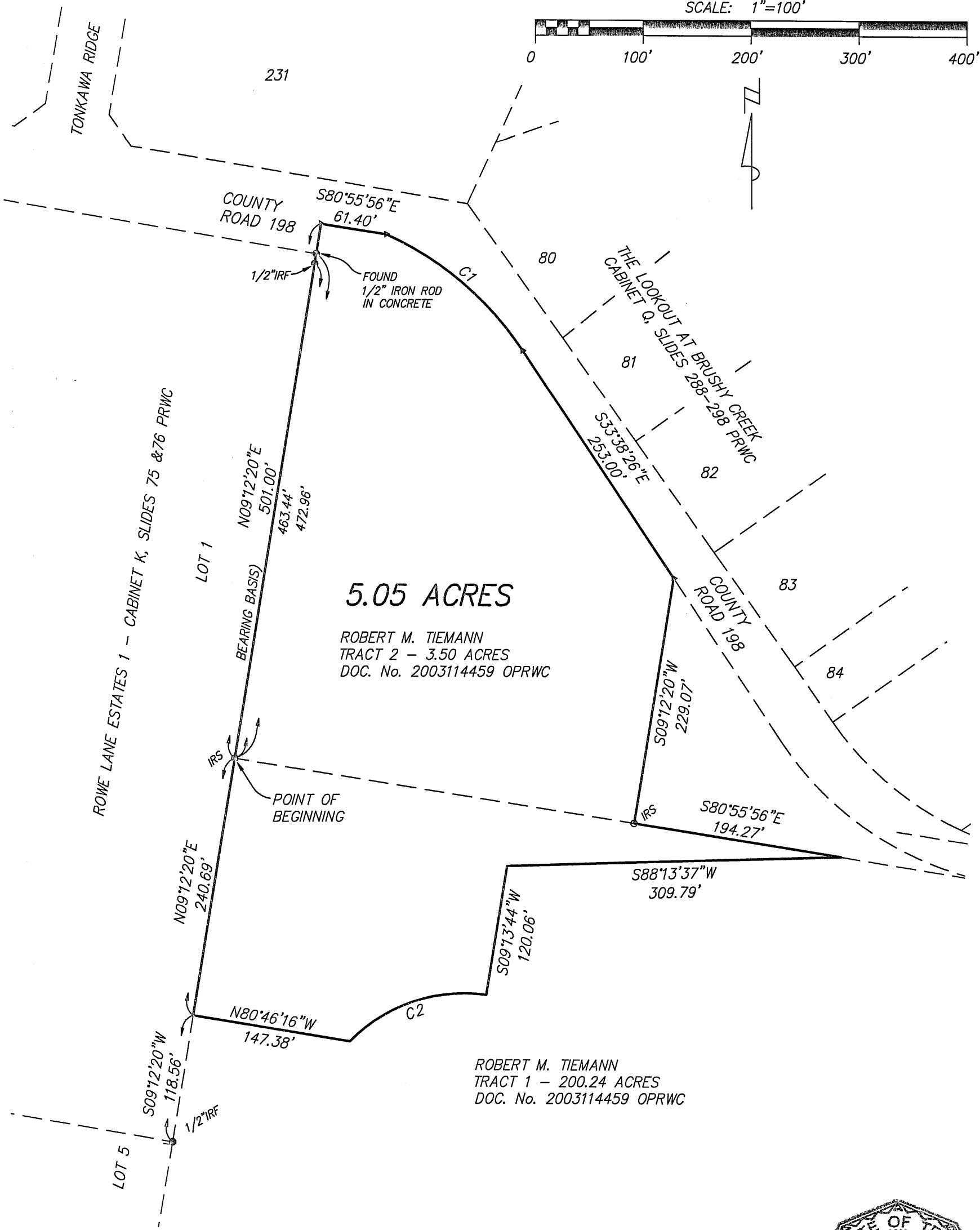
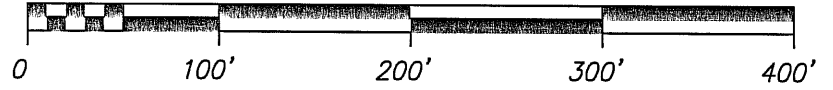


RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753
F-10015400

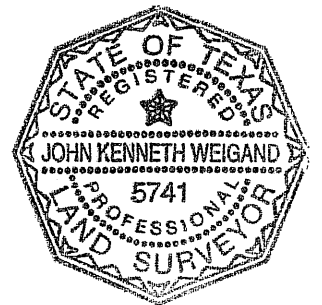
All iron rods set have RJ Surveying caps

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

SCALE: 1"=100'



S:\LAND\1051-1099\1063\dwg\1063-MJD-ANNEXATION-1.dwg 2/12/2015 4:02:28 PM CST



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	168.01	300.00	32°05'13"	S49°41'03"E	165.82
C2	138.82	150.00	53°01'29"	S71°06'40"W	133.92

- LEGEND:**
- IRF = FOUND IRON ROD
 - IRS = SET 1/2" IRON ROD WITH CAP STAMPED "RJS"
 - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
 - PRWC = PLAT RECORDS OF WILLIAMSON COUNTY

THIS DOCUMENT WAS PREPARED UNDER 22TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

John K. Weigand 2/12/2015
 JOHN KENNETH WEIGAND
 REGISTERED PROFESSIONAL LAND SURVEYOR NO 5741
 STATE OF TEXAS

SKETCH TO ACCOMPANY DESCRIPTION
 (SEE DESCRIPTION ON A SEPARATE ATTACHMENT)

DATE: FEB. 12, 2015 SCALE: 1" = 100'

RJ SURVEYING & ASSOCIATES, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 F-10015400 (512) 836-4793 FAX: (512) 836-4817

37.845 Acres

THAT PART OF THE BENJAMIN ALLEN SURVEY No. 73, ABSTRACT No. 36, AND THE JUAN ZAMBRANO SURVEY No. 38, ABSTRACT No. 844, IN TRAVIS COUNTY, TEXAS, BEING A PART OF THAT 199.80 ACRE TRACT OF LAND CONVEYED TO DON LEE WEISS AND GLADYS O. WEISS BY DEED RECORDED IN VOLUME 2624, PAGE 275 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND PART OF THAT 2.935 ACRE TRACT OF LAND CONVEYED TO DON LEE WEISS AND GLADYS O. WEISS BY DEED RECORDED IN VOLUME 4546, PAGE 343, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, OF THE ,MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a 1/2" iron rod set in the East Line of Hodde Lane at the Northwest Corner of said 199.80 Acre Tract, (from point which a concrete monument found bears N.27°06'55"E. 1.57 feet and a 1/2" iron rod found at the Southwest Corner of Lot 18, Rowe Lane Estates Section Two, according to the plat thereof recorded in Volume 91, Page 71, of the Plat Records pf Travis County, Texas, and also recorded in Cabinet K, Slide 141, Plat Records of Williamson County, Texas, bears S.62°17'02"E., 4.42 feet);

THENCE S.27°06'55"W. along the East Line of Hodde Lane and the West Line of said 199.80 Acre Tract a distance of 2947.15 feet to a cotton spindle set at the Point of Beginning

THENCE across said 199.80 Acre Tract the following four courses:

1. S.61°17'31"E. a distance of 294.11 feet to a 1/2" iron rod set;
2. N.26°14'42"E. a distance of 290.50 feet to a 1/2" iron rod set;
3. S.62°25'21"E. a distance of 664.94 feet to a 1/2" iron rod set;
4. N.64°16'06"E. a distance of 920.54 feet to a 1/2" iron rod set in the East Line of said 199.80 Acre Tract and the West Line of that 128.97 Acre Tract, less 2.935 Acres, (Tract 2) conveyed to Tartan Limited Partnership by deed recorded in Document No. 2003254152 of the Official Public Records of Travis County, Texas ;

THENCE along the East Line of said 199.80 Acre Tract and the West Line of said Tract 2 the following two courses:

1. S.07°30'14"W. a distance of 795.01 feet to an iron pipe found;
2. N.82°49'29"W. a distance of 411.70 feet to a 1/2" iron set at the Northeast Corner of said 2.935 Acre Tract;

THENCE S.28°19'26"W. along the East Line of said 2.935 Acre Tract and the West Line of said Tract 2 (at 684.12 feet pass the Southwest Corner of said Tract 2 and continue along the West Line of that 125.88 Acre Tract (Tract 1) conveyed to Tartan Limited Partnership in the said Deed recorded in Document No. 2003254152), in all a distance of 854.97 feet to a 1/2" iron rod found with Gill Engineering cap at the Northeast Corner of that 40.00 Acre Tract conveyed to Board of Trustees of the Pflugerville Independent School District by deed recorded in Document No. 2014054591 of the Official Public Records of Travis County, Texas;

37.845 Acres

THENCE across said 199.80 Acre Tract and along the North Line of said 40.00 Acre Tract the following two courses:

1. N.62°49'40"W. a distance of 59.93 feet to a 1/2" iron rod with Gil Engineering cap found;
2. N.62°49'02"W. a distance of 1312.30 feet to a 1/2" iron rod with Gil Engineering cap found at the Northwest Corner of said 40.00 Acre Tract in the East Line of Hodde Lane and the West Line of said 199.80 Acre Tract;

THENCE N.27°06'55"E. along the East Line of Hodde Lane and the West Line of said 199.80 Acre Tract a distance of 731.85 feet to the said Point of Beginning.

Containing 37.845 acres, more or less, as shown on the sketch attached.


J. 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

123.219 Acres

THAT PART OF THE JUAN ZABRANO SURVEY No. 38, ABSTRACT No. 844, THE BENJAMIN ALLEN SURVEY No. 73, ABSTRACT No. 36, THE JOHN C. DUVAL SURVEY No. 14, ABSTRACT No. 235, AND THE DANIEL & GRACY BERGEN SURVEY No. 79, ABSTRACT No. 2599, IN TRAVIS COUNTY, TEXAS, BEING A PART OF THAT 199.80 ACRE TRACT OF LAND CONVEYED TO DON LEE WEISS AND GLADYS O. WEISS, BY DEED RECORDED IN VOLUME 2624, PAGE 275, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set in the East Line of Hodde Lane at the Northwest Corner of said 199.80 Acre Tract (from which point a concrete monument found bears N.27°06'55"E. 1.57 feet);

THENCE S.62°17'02"E. along the North Line of said 199.80 Acre Tract a distance of 4.42 feet to a 1/2" iron rod found at the Southwest Corner of Lot 18, Rowe Lane Estates Section Two, according to the plat thereof recorded in Volume 91, Page 71, of the Plat Records of Travis County, Texas, and also recorded in Cabinet K, Slide 141 of the Plat Records of Williamson County, Texas;

THENCE S.62°17'02"E., along the North Line of said 199.80 Acre Tract and the South Line of Lots 17 and 18, Rowe Lane Estates Section Two a distance of 799.29 feet to a 1/2" iron found at the Southeast Corner of said Lot 17 and the Southwest Corner of Lot 16;

THENCE S.81°42'03"E., along the North Line of said 199.80 Acre Tract and the South Line of Lots 13, 14, 15 and 16, Rowe Lane Estates Section Two a distance of 1293.88 feet to a 1/2" iron rod found in the West Line of that 203.74 Acre Tract conveyed to Robert M. Tiemann by deed recorded in Document No. 2003280486 of the Official Public Records of Travis County, Texas, at the Southeast Corner of said Lot 13 and the Northeast Corner of said 199.80 Acre Tract;

THENCE S.07°51'17"W., along the West Line of said 203.74 Acre Tract and the East Line of said 199.80 Acre Tract a distance 218.42 feet to a 1/2" iron rod found at the Southwest Corner of said 203.74 Acre Tract and the Northwest Corner of that 186.722 Acre Tract conveyed to Robert M. Tiemann by deed recorded in Document No. 2016153510 of the Official Public Records of Travis County, Texas;

THENCE S.07°51'52"W. along the West Line of said 186.722 Acre Tract and the East Line of said 199.80 Acre Tract a distance of 1456.03 feet to a 1/2" iron rod set at the Northerly Southeast Corner of said 199.80 Acre Tract and the northerly Northeast Corner of that 128.97 Acre Tract (less 2.935 Acres) conveyed to Tartan Limited Partnership by deed recorded in Document No. 2003254152 of the Official Public Records of Travis County, Texas ;

THENCE N.81°54'51"W. along the North Line of said 128.97 Acre Tract (less 2.935 Acres) and a Southerly Line of said 199.80 Acre Tract a distance of 1264.68 feet to a fence post at the

123.219 Acres

northerly Northwest Corner of said 128.97 Acre Tract and an interior corner of said 199.80 Acre Tract;

THENCE S.07°30'14"W. along the East Line of said 199.80 Acre Tract and the West Line of said 128.97 Acre Tract a distance of 373.95 feet to a 1/2" iron rod set at the Northeast Corner of that 37.845 Acre Tract conveyed to Robert M. Tiemann by deed recorded in Document No. 2016158649 of the Official Public Records of Travis County, Texas;

THENCE across said 199.80 Acre Tract and along the North Line of said 37.845 Acre Tract the following four courses:

1. S64°16'06"W, a distance of 920.54 feet to a 1/2" iron rod set;
2. N.62°25'21"W. a distance of 664.94 feet to a 1/2" iron rod set;
3. S.26°14'42"W. a distance of 290.50 feet to a 1/2" iron rod set;
4. N61°17'31"W. a distance of 294.11 feet to a 1/2" iron rod set in the East Line of Hodde Lane and the West Line of said 199.80 Acre Tract at the Northwest Corner of said 37.845 Acre Tract;

THENCE N.27°06'55"E, along the East Line of Hodde Lane and the West Line of said 199.80 Acre Tract a distance of 2947.15 feet to the Point of Beginning.

Containing 123.219 acres, more or less, as shown on the sketch attached.

John K. Weigand Sept. 3, 2017

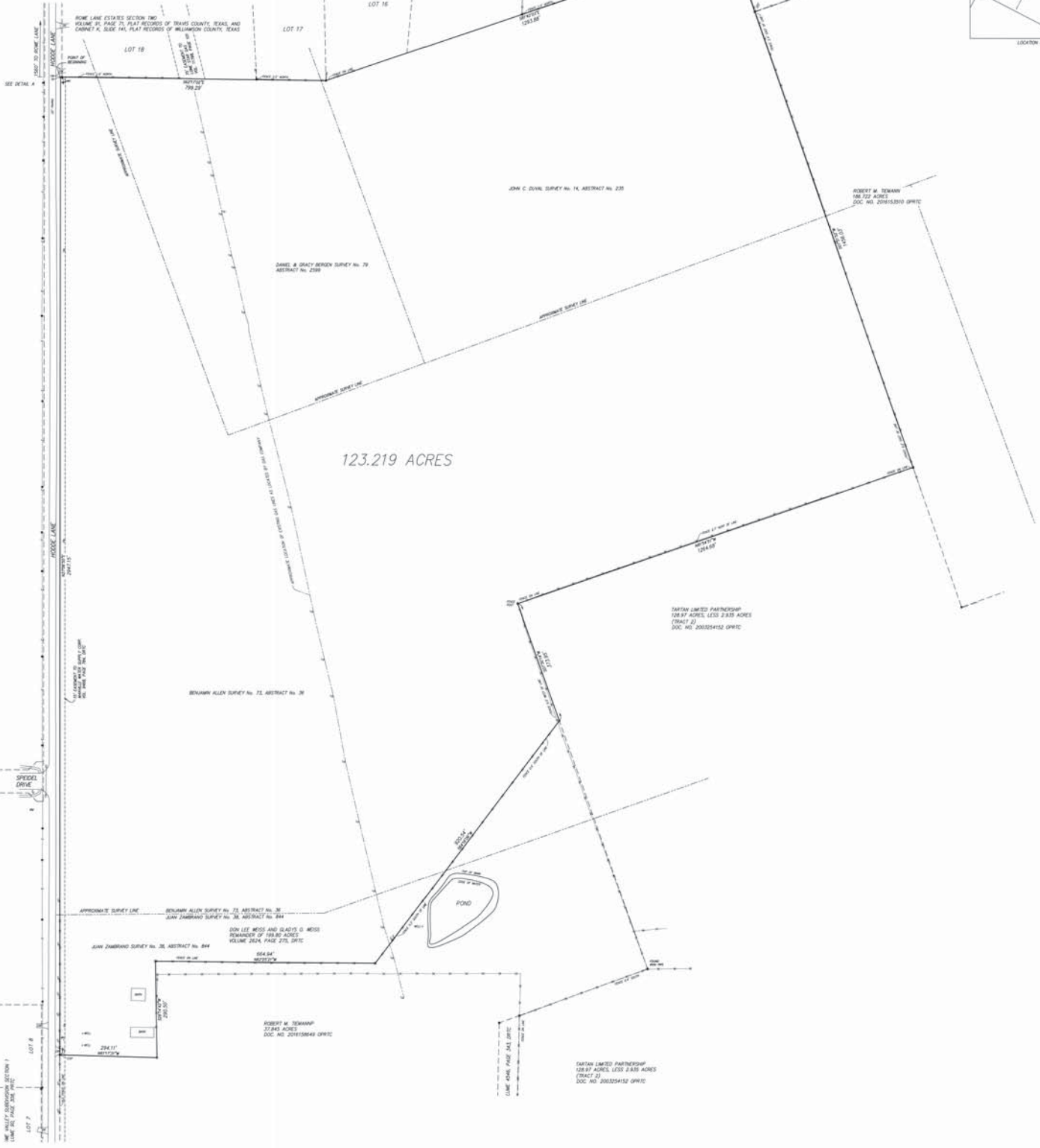
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



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

SCALE 1"=100'



LEGEND

- = FOUND 1/2" IRON ROD
- = SET 1/2" IRON ROD WITH SURVEYING CAP
- ⊙ = FOUND 1/2" IRON ROD WITH AN ENGINEERING CAP
- ⊕ = COTTON SPRING SET
- ⊖ = CONCRETE MONUMENT FOUND (1" x 10")
- ⊗ = POWER POLE
- = OVERHEAD POWER LINE
- = WIRE FENCE
- = DEED RECORDS OF TRAVIS COUNTY, TEXAS
- = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TX
- = PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- = DRAINAGE
- = WATER MAIN
- = FIRE HYDRANT
- = GAS LINE MARKER
- = WATER LINE MARKER

BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE 14D 83

EASEMENT FROM COVENANT LOTTED SCHEDULE B OF THE COVENANT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE COMPANY COVENANT NO. 10158585, EFFECTIVE DATE - 8/23/17 TO 2021

EASEMENT TO LONG STAR GAS COMPANY RECORDED IN VOLUME 2432, PAGE 522, DEED RECORDS OF TRAVIS COUNTY, TEXAS (DOES AFFECT THIS TRACT AS A BLANKET COVENANT)

EASEMENT TO MARVILLE WATER CORP. RECORDED IN VOLUME 848, PAGE 794, DEED RECORDS OF TRAVIS COUNTY, TEXAS (DOES AFFECT THIS TRACT)

DEFINITION

NO IS TO CERTIFY THAT THE BOUNDARY IS IN COMPLIANCE WITH THE GENERAL RULES AND PROCEDURES SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND IS TO BE PROVIDED. CONTRACTORS RESPONSIBLE FOR THE PROPER INSTALLATION, MAINTENANCE AND REPAIR OF ANY UTILITIES OR STRUCTURES SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF ANY UTILITIES OR STRUCTURES IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.

DATE: APRIL 26, 2023

SCALE: 1" = 100'

FILED BOOK: 987

2000 JACZ STREET, ROUND ROCK, TEXAS 78664

(512) 838-4783 FAX: (512) 838-8877

RU SURVEYING & ASSOCIATES, INC.

DATE: APRIL 26, 2023

SCALE: 1" = 100'

FILED BOOK: 987

EXHIBIT B
TO
AMENDED AND RESTATED COMPREHENSIVE DEVELOPMENT
AND CONSENT AGREEMENT FOR LAKESIDE MUD NO. 5

Description of the Additional Land

Parcel B-1. 186.722 acres of land, more or less, out of the John C. Duval Survey, Abstract 235, the Berry Lewis Ham Survey No. 69, Abstract 354, the Juan Zambrano Survey No. 38, Abstract 844 and the Ben Allen Survey No. 73, Abstract 36, all in Travis County, Texas, and being more particularly described on Schedule B-1 attached hereto and made a part hereof for all purposes.

(TCAD Parcel Nos. 278111, 281913, 281914, 281919)

Parcel B-2. 151.8 acres of land, more or less, out of the James P. Kemp Survey No. 12, in Travis County, Texas, and being more particularly described on Schedule B-2 attached hereto and made a part hereof for all purposes.

(TCAD Parcel No. 278106)

Parcel B-3. 139 acres of land, more or less, out of the Juan Zambrano Survey No. 38, in Travis County, Texas, and being more particularly described on Schedule B-3 attached hereto and made a part hereof for all purposes.

(TCAD Parcel Nos. 278127, 278129, 278130)

Parcel B-4. 253.485 acres of land, more or less, out of the John C. Duval Survey No. 14, the Berry Lewis Ham Survey No. 69, the Juan Zambrano Survey No. 38 and the Ben Allen Survey No. 73, in Travis County, Texas, and being more particularly described on Schedule B-4 attached hereto and made a part hereof for all purposes.

(TCAD Parcel Nos. 278109, 278110, 281916, 281917, 281918, 881146)

Parcel B-5. 15.25 acres of land, more or less, out of the Juan Zambrano Survey No. 38, and the B. L. Ham Survey No. 67, in Travis County, Texas, and being more particularly described on Schedule B-5 attached hereto and made a part hereof for all purposes.

(TCAD Parcel No. 278131)

Parcel B-6. 15.25 acres of land, more or less, out of the Juan Zambrano Survey No. 38, in Travis County, Texas, and being more particularly described on Schedule B-6 attached hereto and made a part hereof for all purposes.

(TCAD Parcel No. 278132)

Parcel B-7. 15.25 acres of land, more or less, out of the B. L. Ham Survey No. 67, in Travis County, Texas, and being more particularly described on Schedule B-7 attached hereto and made a part hereof for all purposes.
(TCAD Parcel No. 281998)

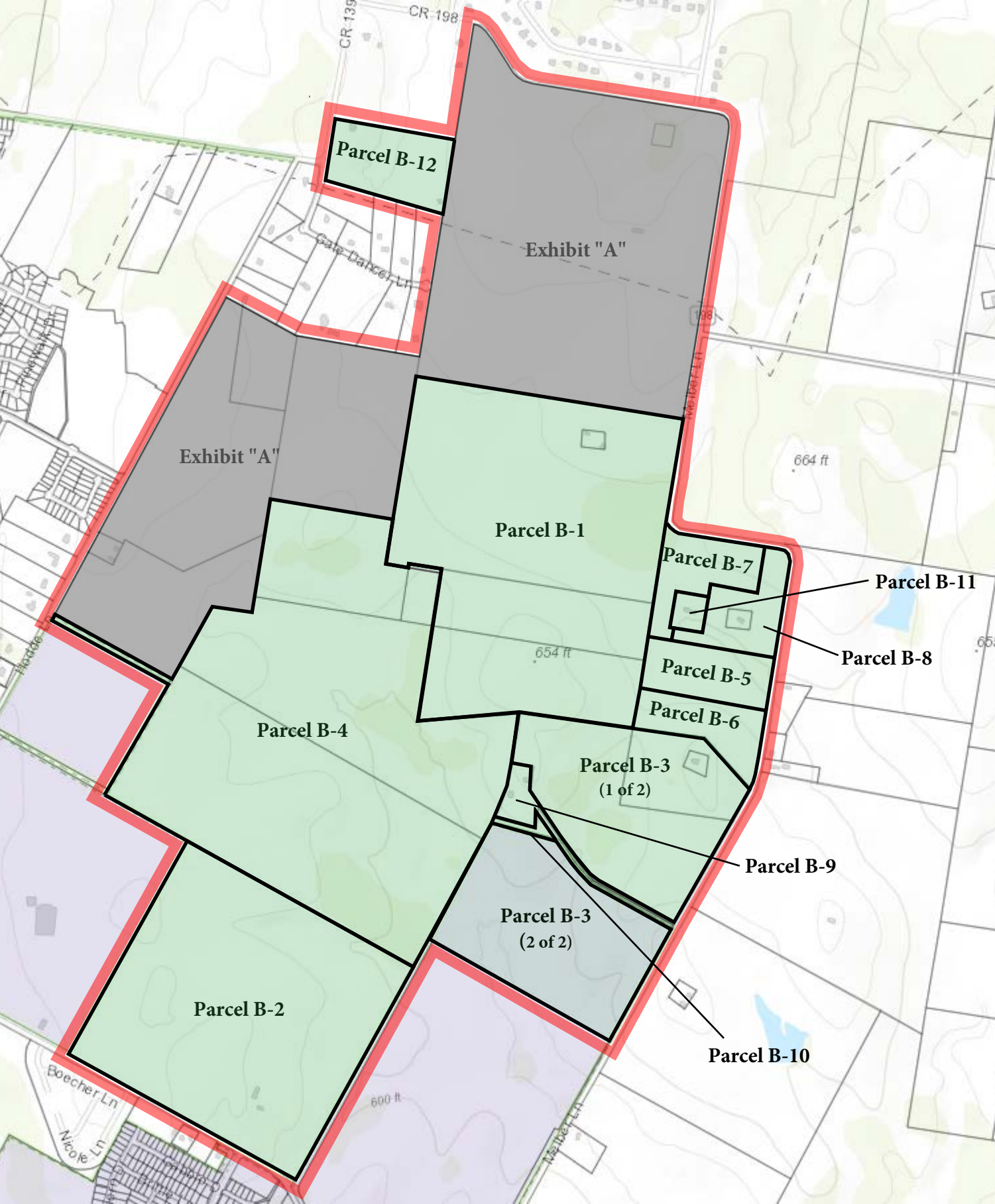
Parcel B-8. 15.25 acres of land, more or less, out of the B. L. Ham Survey No. 67, in Travis County, Texas, and being more particularly described on Schedule B-8 attached hereto and made a part hereof for all purposes.
(TCAD Parcel Nos. 282000, 281999)

Parcel B-9 5.59 acres of land, more or less, out of the Berry Lewis Ham Survey No. 69, the Juan Zambrano Survey No. 38, in Travis County, Texas, and being more particularly described on Schedule B-9 attached hereto and made a part hereof for all purposes.
(TCAD Parcel No. 444700)

Parcel B-10. 1.41 acres of land, more or less, out of the Berry Lewis Ham Survey No. 69, the Juan Zambrano Survey No. 38, in Travis County, Texas, and being more particularly described on Schedule B-10 attached hereto and made a part hereof for all purposes.
(TCAD Parcel No. 528957)

Parcel B-11. 2.73 acres of land, more or less, out of the Berry Lewis Ham Survey No. 69, the Juan Zambrano Survey No. 38, in Travis County, Texas, and being more particularly described on Schedule B-11 attached hereto and made a part hereof for all purposes.
(TCAD Parcel No. 281997)

Parcel B-12. Lots 6 and 7 (comprising 20 acres of land), Rowe Lane Estates 1, a subdivision in Williamson County, Texas, according to the plat thereof recorded in Cabinet K, Slide 75, Plat Records of Williamson County, Texas and being shown on Schedule B-12 attached hereto and made a part hereof for all purposes.
(WCAD Parcel Nos. 330674, 330675, 406398, 548979)



Parcel B-12

Exhibit "A"

Exhibit "A"

Parcel B-1

Parcel B-7

Parcel B-11

Parcel B-8

Parcel B-5

Parcel B-6

Parcel B-4

**Parcel B-3
(1 of 2)**

Parcel B-9

**Parcel B-3
(2 of 2)**

Parcel B-10

Parcel B-2

CR-139

CR-198

Gate Dancer Ln

H.T. Farnham Ln

Boecher Ln

Nicole Ln

Mettel Ln

664 ft

654 ft

600 ft

Schedule B-1

METES AND BOUNDS DESCRIPTION

186.722 ACRES OF LAND OUT OF THE JOHN C. DUVAL SURVEY, ABSTRACT 235, THE BERRY LEWIS HAM SURVEY 69, ABSTRACT 354, THE JUAN ZAMBRANO SURVEY 38, ABSTRACT 844 AND THE BEN ALLEN SURVEY 73, ABSTRACT 36, ALL IN TRAVIS COUNTY, TEXAS COMPRISED OF THAT TRACT CONVEYED 120.00 ACRES TO LARRY HODDE, TRUSTEE OF THE CLARENCE J. MELBER FAMILY TRUST PER DOCUMENT 2012188411, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY AND THE REMAINDER OF THAT TRACT CONVEYED AS 131.35 ACRES TO HERMAN AREND PER VOLUME 198, PAGE 311, DEED RECORDS OF TRAVIS COUNTY AND MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS FROM SURVEY DURING NOVEMBER, 2015:

BEGINNING at an iron rod found for the northeast corner hereof, the common east corner of said 120.00 acres and that tract conveyed as 200.24 acres to Robert M. Tiemann per document 2003280486 of said Official Public Records and a point on the west line of Melber Lane;

THENCE S 09°55'13" W, 1065.57 feet along the west line of said Melber Lane to an iron rod found for an ell corner along the north line of said 131.35 acres and S 09°54'37" W, pass at 835.99 feet the calculated southeast corner of said 120.00 acres and a second ell corner along the north line of said 131.35 acres, in all 2094.91 feet along the east line of said 120.00 and over and across said 131.35 acres, same being the west line of that tract conveyed as 15.25 acres to Cynthia Engelmann per Volume 9437, Page 477, Real Property Records of Travis County, the west line of that tract conveyed as 15.25 acres to Rose Marie Janke per Volume 9437, Page 475 of said Real Property Records and the west line of that tract conveyed as 15.25 acres to Margaret Shults per Volume 9437, Page 473 of said Real Property Records, same also being the east line of an Easement to Lower Colorado River Authority per Document 2012106897 of said Official Public Records, to an iron rod set for the southeast corner hereof, the common south corner of the remainder of said 131.35 acres and last said 15.25 acres and a point on the north line of that tract conveyed as 138 acres to Betty Melber per Document 2012188413 of said Official Public Records;

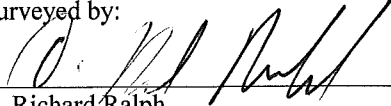
THENCE N 81°50'18" W, 1165.84 feet to an iron rod found for the common north corner of said 138 acres and that tract conveyed as 128.97 acres to Tarten Limited Partnership per Document 2003254152 of said Official Public Records and S 87°06'38" W, 1024.11 feet along the south line of the remainder of said 131.35 acres to an iron rod found for the southwest corner hereof and of said 131.35 acres and an ell corner along the easterly line of said 128.97 acres;

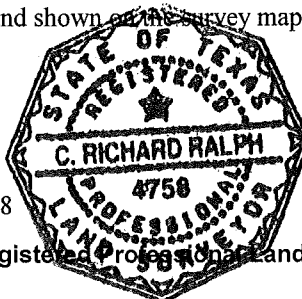
THENCE the following three (4) courses:

- 1) N 09°15'35" E, 1515.38 feet to an iron rod found for the common north corner of said 131.35 acres and said 128.97 acres and a point on the south line of said 120.00 acres;
- 2) N 80°15'00" W, 572.59 feet along to an iron set for the southwest corner of said 120.00 acres and a second ell corner along the easterly line of said 128.97 acres;
- 3) N 10°00'39" E, 1901.56 feet along the common line of said 120.00 acres and said 128.97 acres and the east line of that tract conveyed as 199.80 acres to Don Lee Weiss and Gladys O. Weiss per Volume 2624, Page 275 of said Deed Records to an iron rod found for the northwest corner hereof and the common west corner of said 120.00 acres and said 200.24 acres;

THENCE S 80°15'00" E, (bearing basis for this survey per Volume 1865, Page 542 of said Deed Records) 2750.61 feet along the common line of said 120.00 acres and said 200.24 acres to the POINT OF BEGINNING, containing 186.722 acres of land, more or less and shown on the survey map prepared to accompany herewith.

Surveyed by:


C. Richard Ralph
Registered Professional Land Surveyor No. 4758



November 26, 2015

Project No. 15154 - 145/35

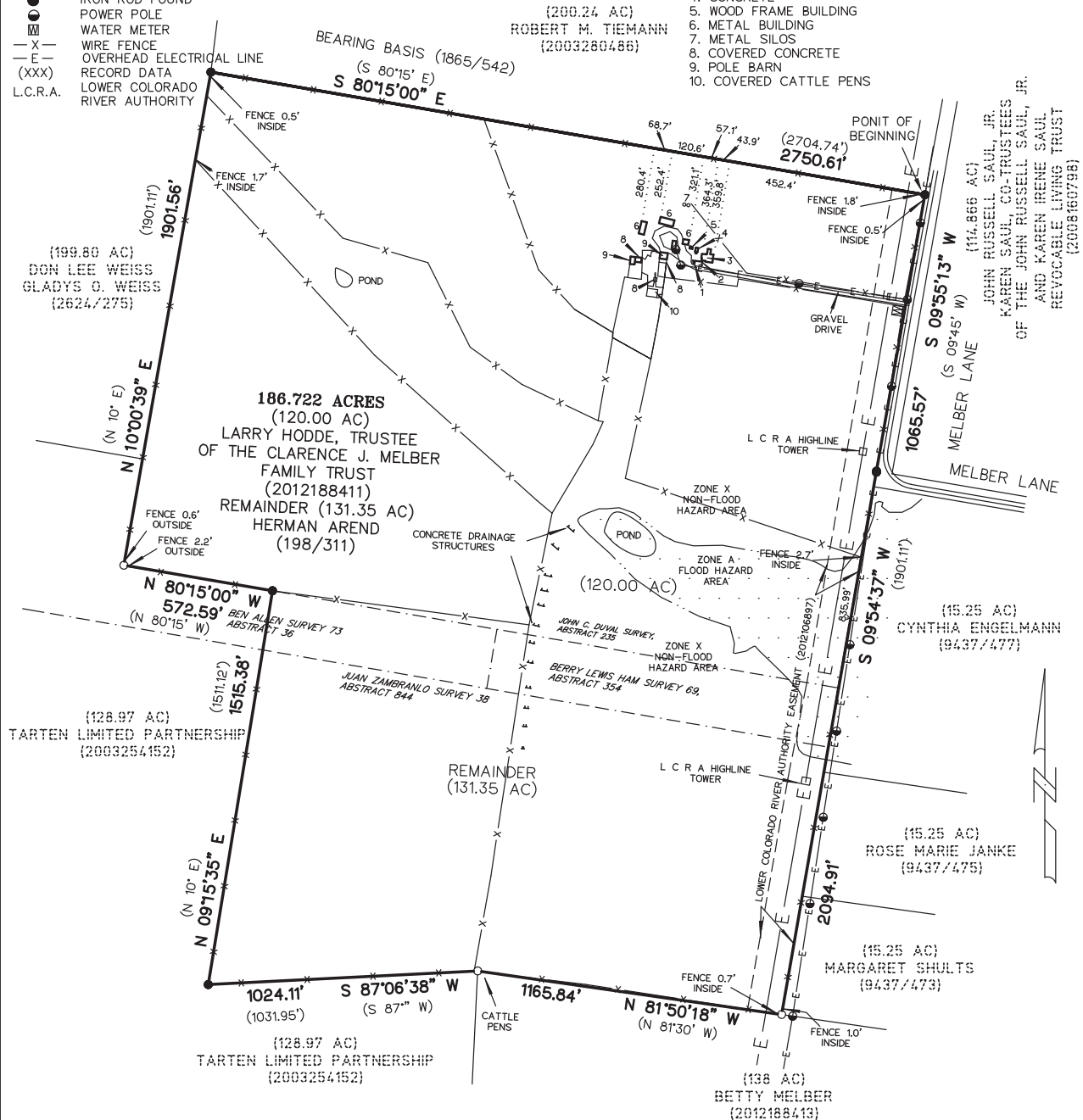
LEGEND

- IRON ROD SET
- IRON ROD FOUND
- X— POWER POLE
- E— WATER METER
- X— WIRE FENCE
- E— OVERHEAD ELECTRICAL LINE
- (XXX) RECORD DATA
- L.C.R.A. LOWER COLORADO RIVER AUTHORITY

400 0 400 800

ORIGINAL SCALE: 1" = 400'

1. WELL HOUSE
2. CONCRETE WALK
3. 1 STORY FRAME HOUSE
4. CONCRETE
5. WOOD FRAME BUILDING
6. METAL BUILDING
7. METAL SILOS
8. COVERED CONCRETE
9. POLE BARN
10. COVERED CATTLE PENS



FLOOD NOTE:
 THE SUBJECT PROPERTY IS LOCATED IN ZONES A AND X AND IS PARTIALLY WITHIN THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) PANEL NO. 48453C 0388 H DATED SEPT. 26, 2008.
 WARNING: THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY, DOES NOT INDICATE WHETHER OR NOT THE SUBJECT PROPERTY DOES OR DOES NOT FLOOD AND IS NOT TO BE CONSIDERED AS ANY TYPE OF DEVELOPMENT AUTHORIZATION OR FLOOD TYPE STUDY. FURTHER THE "ZONE A" AREA DEPICTED HEREON IS A HORIZONTAL REPRESENTATION AS SCALED FROM THE REFERENCED F.I.R.M. PANEL. THE SURVEYOR MAKES NO WARRANTY OF THE ACCURACY OF SAID PANEL OR THE HORIZONTAL DATA DERIVED THEREFROM.

TO THE OWNERS, LIENHOLDERS, CHICAGO TITLE INSURANCE COMPANY AND AUSTIN TITLE COMPANY:
 THE UNDERSIGNED DOES HEREBY CERTIFY THAT AN ON THE GROUND SURVEY WAS THIS DAY MADE OF THE PROPERTY AS DESCRIBED HEREON AND IS CORRECT, WITH DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AS SHOWN HEREON. THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH AND CERTIFIES TO THE AFFECT OF THE EASEMENTS SHOWN ON SCHEDULE B OF TITLE COMMITMENT G.F. NO.: AUT-60-661-AUT15008955TDC AND G.F. NO. AUT-60-661-AUT15008950TDC

NOTE: THIS PROPERTY IS SUBJECT TO:
 -A 15' WATERLINE EASEMENT CENTERED ALONG THE PIPELINE AS INSTALLED, MANVILLE WATER SUPPLY CORPORATION (4822/1743)
 ELECTRICAL EASEMENT TO TEXAS POWER AND LIGHT COMPANY DOES NOT AFFECT THIS PROPERTY (3810/1247)



R. M. Tiemann
 REGISTERED PROFESSIONAL LAND SURVEYOR DATE 11/20/2015

REFERENCE: ROBERT M. TIEMANN OR ASSIGNS
 SUBJECT: 186.722 ACRES OUT OF THE: JOHN C. DUVAL SURVEY, ABSTRACT 235, BERRY LEWIS HAM SURVEY 69, ABSTRACT 354, JUAN ZAMBRANO SURVEY 38, ABSTRACT 644 AND THE BEN ALLEN SURVEY 73, ABSTRACT 36, ALL IN TRAVIS COUNTY TEXAS
 -METES AND BOUNDS DESCRIPTION PREPARED HERewith-

PROFESSIONAL LAND SURVEYORS



116 TAHITIAN DRIVE
 BASTROP, TEXAS 78602
 PH: (512) 303-0952
 PROFLNSUR@AOL.COM

DRAWN: PMH DATE: 11/20/2015 PROJECT NO.: 15154
 CHECKED: CRR REVISED: FIELD BOOK: 145/35

Schedule B-2

151 Acres

FIRST TRACT: Being 150 acres of land, more or less, out of the James P. Kemp Survey No. 12 situated in Travis County, Texas, and, being more particularly described by metes and. bounds as follows, to-wit:

BEGINNING at the Northeast corner of said Survey; THENCE South 30 degrees West 890 varas to a stone mound, being the Northeast corner of 340 acres of land sold to Henkes;

THENCE North 60 degrees West 950 varas to stone mound on Henkes North line;

THENCE North 30 degrees East 890 varas to stone mound on North line of said Kemp Survey;

THENCE South 60 degrees East 950 varas to the place of beginning; this being the same tract of land conveyed by Carl Stern, Sr., et ux, to Mrs. Anna Steger by deed dated March 25, 1916, of record in Vol. 283, Page 564, of the Deed Records of Travis County, Texas, to which reference is here made for all pertinent purposes,

SECOND TRACT: Being a part of the said James P. Kemp 640 acre survey situated in Travis County, Texas, and being described by metes and bounds as follows, to-wit:

BEGINNING at the Southeast corner of a tract of land sold to F. F. and.. C. W. Wroe by S. V. Dooley; THENCE South 60 degrees East 950 varas;

THENCE South 30 degrees West 8 varas;

THENCE North 59 degrees West 950 varas;

THENCE North 30 degrees East 14 varas to the plane of beginning; containing $1 \frac{4}{5}$ acres of land, more or less, and being the same tract of land conveyed by Herman Wendland, et ux, to Carl Stern Sr., et ux, by deed dated January 31, 1891, of record. in Vol. 126, Page 526, of the Deed Records of Travis County, Texas, to which reference is here made for all pertinent purposes.

Schedule B-3

139 Acres

(146 Acres Less 7 Acres)

Beginning at an iron stake under fence on the west line of the 164.15 acre tract of land, which was conveyed by Christian Henkes to Otto Janke, and wife in accordance with a deed which is recorded in Book 168, page 138 of the deed records of Travis County, Texas, said stake and beginning corner being S. 60 deg E 3 varas and N 29 deg. 30 min. E. 119.5 varas distant from the southeast corner of the 194.7 acre tract of land which was referred to as the beginning corner of the aforementioned 164.15 acre tract of land; Thence with fence N. 29 deg. 30 min. E 523.3 varas to a post; Thence leaving the fence and improvements N 21 deg. 15 min E 72.1 varas to a small solid iron stake;

Thence N 15 deg 40 min E 85.5 varas to a stake made out of the leaf of an automobile spring; Thence N 9 deg 20 min E at about 30 varas intersecting and continuing with the fence on the east side of a small but little used lane 220.5 varas to an iron stake near the corner fence post; Thence with the fence and with the north line of the Otto Janke 164.15 acre tract of land S 81 deg 30 min E 681.7 varas to an iron stake at a bend in said fence;

Thence with the fence S 41 deg 10 min E 258 varas to an iron stake in the ditch on the west side of a public road;

Thence with the west edge of the public road S 30 deg 35 min W 143.1 varas to an iron stake; Thence with the west edge of the public road S 30 deg. 10 min. W 907.3 varas to an iron stake for the southeast corner of the tract here described and northeast corner of 146.76 acres herein set apart to Sophie Koch.

Thence with the north line of the aforementioned 146.76 acre tract of land N 59 deg 51 min. W. 761.7 varas to the place of beginning containing 146.00 acres of land as per survey made by Orin E. Metcalfe January 11, 1943.

EXCEPTION TRACT 1

SAVE AND EXCEPT A 1.41 ACRE TRACT DESCRIBED AS FOLLOWS:

BEING 1.41 ACRES OUT OF THE JUAN ZAMBRANO SURVEY NO. 38 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE 146.00 ACRES OF LAND CONVEYED TO CHRISTIAN JANKE IN VOLUME 707, PAGE 440 OF THE TRAVIS COUNTY REAL PROPERTY RECORDS, SAID 1.41 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at fence post found at the occupied southwest corner of said Janke tract of land, being also on the southeast line of that certain 84.211 acre tract of land described as Tract One in a deed to MMS Properties recorded in Volume 4545, Page 2234 of the Travis County Official Records, and being the northwest corner of that certain 146.76 acre tract of land conveyed to Sophie Koch in Volume 707, Page 440 of the Travis County Official Records,

THENCE with the agreed boundary line between said Janke and MMS Properties tracts of land as fenced and used upon the ground, the following three (3) courses

N 29° 57' 50" E 385.78 feet,

N 04° 06' 58" E 22.40 feet,

N 29° 50' 36" E 980.83 feet to a 1/2" rebar set at the southwest corner of that certain 7.00 acre portion of said Janke tract of land conveyed to Bryan K. and Jacqujoy J. Littlefield in Volume 13237, Page 2793 of the Travis County Real Property Records, for the northwest corner and PLACE OF BEGINNING hereof;

THENCE with the southerly line of said Littlefield 7.00 acre tract of land,

S 75° 32' 59" E 431.63 feet to a 1/2" rebar found at an ell corner of said Littlefield tract of land for an inside corner hereof;

THENCE with the easterly line of said Littlefield tract of land, N 08° 28' 54" E 219.33 feet to a 1/2" rebar found at the southwest corner of a 1.31 acre access strip described as part of said Littlefield 7.00 acre tract of land, for the most northerly corner hereof;

THENCE with a southerly line of said Littlefield tract of land, S33° 14' 33" E 425.48 feet to a 1/2" rebar found for the southeasterly corner hereof;

THENCE crossing said Janke tract of land, N 73° 29' 31" W 735.48 feet to a 1/2" rebar found in said agreed boundary line between said Janke and MMS Properties for the southwest corner hereof;

THENCE with the agreed boundary line between said Janke and MMS Properties, N 29° 50' 36" E 43.40 feet to the PLACE OF BEGINNING and containing 1.41 acres of land, more or less.

EXCEPTION TRACT 2

SAVE AND EXCEPT A 5.59 ACRE TRACT DESCRIBED AS FOLLOWS:

(7.00 Acres Less 1.41 Acres)

BEING 7.00 ACRES OUT OF THE JUAN ZAMBRANO SURVEY NO. 38 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE 146.00 ACRES OF LAND CONVEYED TO CHRISTIAN JANKE IN VOLUME 707, PAGE 440 OF THE TRAVIS COUNTY OFFICIAL RECORDS, SAID 7.00 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND MOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at fence post found at the occupied southwest corner of said Janke tract of land, being also on the southeast line of that certain 84.211 acre tract of land described as Tract One in a deed to MMS Properties recorded in Volume 4545, Page 2234 of the Travis County Official Records, and being the northwest corner of that certain 146.76 acre tract of land conveyed to Sophie Koch in Volume 707, Page 440 of the Travis County Official Records.

THENCE with the agreed boundary line between said Janke and MMS Properties tracts of land as fenced and used upon the ground, the following three (3) courses:

N 29° 57' 50" E 385.78 feet;

N 04° 06' 58" E 22.40 feet;

N 29° 50' 36" E 980.83 feet to a ½" rebar set for the southwest corner and PLACE OF BEGINNING hereof;

THENCE continuing with the agreed boundary line between said Janke and MMS Properties tracts of land as fenced and used upon the ground, the following two (2) courses:

N 29° 50' 36" E 101.07 feet to a ½" rebar set for an angle point hereof;

N 21° 12' 29" E 251.47 feet to a ½" rebar set at a break in said fence for an angle point hereof;

THENCE continuing with the agreed boundary line between said Janke and MMS Properties tracts of land, N 26° 22' 26" E 22.35 feet to a ½" rebar set for an angle point hereof;

THENCE continuing with the agreed boundary line between said Janke and MMS Properties tracts of land as fenced and used upon the ground, the following the (2) courses:

N 10° 05' 56" E 232.34 feet to a ½" rebar set for an angle point hereof;

N 09° 41' 12" E 100.35 feet to a ½" rebar set for the northwest corner hereof;

THENCE crossing said Janke tract of land, the following eight (8) courses:

S 75° 32' 59" E 323.30 feet to a ½" rebar set for the most northerly northeast corner hereof;

S 08° 28' 54" W 440.11 feet to a ½" rebar set for an angle point hereof;

S 33° 14' 32" E 460.04 feet to a fence post for an angle point hereof;

S 29° 45' 49" E 247.87 feet to a fence post for an angle point hereof;

S 39° 27' 48" E 259.68 feet to a fence post for an angle point hereof;

S 57° 59' 15" E 342.99 feet to a fence post for an angle point hereof;

S 60° 40' 35" E 111.71 feet to a fence post for an angle point hereof;

S 60° 37' 42" E 490.35 feet to a ½" rebar set in the westerly r.o.w. line of Melber Lane (r.o.w. varies), being also in the easterly line of said Janke tract of land, for the most easterly northeast corner hereof;

THENCE with the westerly r.o.w. line of Melber Lane, being also the easterly line of said Janke tract of land, S 10° 17' 46" W 30.00 feet to a ½" rebar set for the most easterly southeast corner hereof;

THENCE crossing said Janke tract of land, the following eight (8) courses:

N 60° 37' 42" W 490.35 feet to a ½" rebar set for an angle point hereof;

N 60° 40' 35" W 112.40 feet to a ½" rebar set for an angle point hereof;

N 57° 59' 15" W 348.59 feet to a ½" rebar set for an angle point hereof;

N 39° 27' 48" W 267.12 feet to a ½" rebar set for an angle point hereof;

N 29° 45' 49" W 249.50 feet to a ½" rebar set for an angle point hereof;

N 33° 14' 33" W 425.48 feet to a ½" rebar set for an inside corner hereof;

S 08° 28' 54" W 219.33 feet to a ½" rebar set for a southeast corner hereof;

N 75° 32' 59" W 431.63 feet to the PLACE OF BEGINNING and containing 7.00 acres of land, more or less.

Save and except a 1.41 acre tract described as follows:

BEING 1.41 ACRES OUT OF THE JUAN ZAMBRANO SURVEY NO. 38 IN TRAVIS COUNTY TEXAS, BEING A PORTION OF THE 146.00 ACRES OF LAND CONVEYED TO CHRISTIAN JANKE IN VOLUME 707, PAGE 440 OF THE TRAVIS COUNTY REAL PROPERTY RECORDS, AND BEING A PORTION OF THAT 7.00 ACRE PORTION OF SAID JANKE TRACT OF LAND CONVEYED TO BRYAN K. AND JACQUEJOY LITTLEFIELD IN VOLUME 13237, PAGE 2793 OF THE TRAVIS COUNTY REAL PROPERTY RECORDS, SAID 1.41 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at fence post found at the occupied southwest corner of said Janke tract of land, being also on the southeast line of that certain 84.211 acre tract of land described as Tract One in a deed from MMS Properties recorded in Volume 4545, Page 2234 of the Travis County Official Public Records, and being the northwest corner of that certain 146.76 acre tract of land conveyed to Sophie Koch in Volume 707, Page 440 of the Travis County Official Records;

THENCE with the agreed boundary line between said Janke and MMS Properties tracts of land as fenced and used upon the ground, the following six (6) courses:

N 29° 57' 50" E 385.78 feet;

N 04° 06' 58" E 224.0 feet,

N 29 ° 50' 36" E at a distance of 980.83 feet pass a 1/ 2" rebar set at the southwest corner of said Littlefield 7.00 acre tract of land and continuing for a total distance of 1081.90 feet to a 60d nail found in fence post

N 21° 12' 29" E 251.47 feet to a 60d nail found in fence post,

N 26° 22 ' 26" E 22.35 feet to a 60d nail found in fence post,

N 09° 58' 28" E 232.38 feet to a ½" rebar found at an angle point in the westerly line of said Littlefield tract of land for the southwest corner and PLACE of BEGINNING hereof;

THENCE continuing with the agreed boundary line between said Janke and MMS Properties tracts of land as fenced and used upon the ground, and the westerly line of said Littlefield tract of land, N 09° 41' 12" E 100.35 feet to a 1/2 " rebar set for the northwest corner hereof;

THENCE crossing said Janke tract of land and with the northerly line of said Littlefield tract of land, S 75° 32' 59" E 323.30 feet to a 1/2" rebar set for the northeast corner hereof;

THENCE with the easterly line of said Littlefield tract of land, S 08° 28' 54" W 440.11 feet to a 1/2" rebar set at the northwest corner of a 1.31 acre access strip portion of said Littlefield 7.00 acre tract of land, for the southeast corner hereof;

THENCE crossing said Littlefield tract of land, the following three (3) courses

N 33° 08' 52" W 150.53 feet to a fence corner post found occupying an angle point hereof;

N 08° 28' 54" E 237.50 feet to a 60d nail in a fence corner post occupying an inside corner hereof;

N 75° 32' 59" W 225.38 feet to the PLACE OF BEGINNING and containing 1.41 acre of land, more or less.

ALL REBAR SET ARE CAPPED "1729"

Schedule B-4

Tract 1

Being 125.88 acres of land, being a portion of a 194.7 acre tract out of the Juan Zambrano Survey #38 in Travis County, Texas, said 194.7 acre tract being described in a deed from Eugene Saul to Henry Arend as recorded in Book 163, page 106, Travis County Deed Records as surveyed for Henry Arend by Marlton O. Metcalfe, County Surveyor of Travis County, Texas.

Beginning at an iron stake at corner of fence for the southeast corner of a 194.7 acre tract out of the Juan Zambrano Survey #38 in Travis County, Texas, said 194.7 acre tract being described in a deed from Eugene Saul to Henry Arend as recorded in Book 163, page 106, Travis County Deed Records, said iron stake being a corner of the Juan Zambrano Survey #38 and the northeast corner of the James P. Kempe Survey #12 in Travis County, Texas.

THENCE with the south line of the said 194.7 acre tract, also being the south line of the Juan Zambrano Survey #38 and the north line of the James P Kempe Survey #12 as fenced and used upon the ground, N 60 deg. 35' W. 1311.2 varas to an iron stake at the southwest corner of the said 194.7 acre tract, said corner being also known as the southeast corner of the Hardin tract and the southwest corner of that portion of the said Juan Zambrano Survey #38 as set apart to Eugene Saul in Cause 12,744, styled Eugene Saul vs. Mary L. Saul, January 22, 1896;

THENCE with the west line of the said Eugene Saul tract, being also the east line of the said Hardin tract and the west line of the said 194.7 acre tract as indicated by a line of old posts, N 30 deg. 00' E 544.0 varas to an iron stake for a corner;

THENCE S 60 deg. 35' E 1301.5 varas to a stake in the east line of the said 194.7 acre tract;

THENCE with the east line of the said 194.7 acre tract, S 28 deg. 55' W 544.0 varas to the place of the beginning containing 125.88 acres of land, as surveyed January 15, 1951 (variation 9 deg. 15' E) by Marlton O. Metcalfe, County Surveyor of Travis County, Texas.

Tract 2

128.97 acres of land, and being composed of the following tracts: 85.00 acres a portion of the Juan Zambrano Survey #38, 17.42 acres a portion of the Ben Allen Survey #73, 22.66 acres a portion of Ben Allen Survey #73, in conflict with the J.C. Duval Survey #14, 1.42 acres a portion of the J. C. Duval Survey #14 and 2.39 acres a portion of the B. L. Ham Survey #69 in Travis County, Texas, said tract being also a portion of a 194.0 acre tract out of the Juan Zambrano Survey #38 as described in a Deed from Eugene Saul to Henry Arend as recorded in Book 163, Page 106, Travis County Deed Records; and all of that 47.5 acre tract a part of the Juan Zambrano survey #38; a portion of the B. L. Ham Survey #69; a portion of the J. C. Duval Survey #14 and a portion of the Ben Allen Survey #73 as described in a deed from William Miller to Henry Arend as recorded in Book 196, page 546, Travis County Deed Records, and a portion of a 50 acre tract out of the J. C. Duval Survey #14 as described in a deed from William Miller to Henry Arend as recorded in Book 196, Page 546, as surveyed for Henry Arend by Marlton O. Metcalfe, County Surveyor of Travis County, Texas.

Beginning at an iron stake at corner of fence for the northwest corner of a 194.7 acre tract, a portion of the Juan Zambrano Survey #38 as described in a deed from Eugene Saul to Henry Arend as recorded in Book 163, Page 106, Travis County Deed Records, said stake at corner of fence being also a corner of the Juan Zambrano Survey #38 and a corner of the Ben Allen Survey #73;

THENCE with the north line of the said 194.7 acre tract, and the north line of the Juan Zambrano Survey #38 and the south line of the Ben Allen Survey #73 as fenced, S 81° 15' E. 172.0 varas to an iron stake at the corner of fence, said iron stake at corner of fence being the southwest corner of a 47.5 acre tract, a portion of the Ben Allen Survey # 73, the B. L. Ham Survey #69 and the J. C. Duval Survey #14 as described in a deed from William Miller to Henry Arend as recorded in Book 196, Page 456, Travis County Deed Records;

THENCE with the west line of the said 47.5 acre tract as fenced and used upon the ground, N 9°15' E at 260.0 varas pass the northwest corner of the said 47.5 acre tract, being also the southwest corner of a 50.0 acre tract out of the J. C. Duval Survey #14 as described in a deed from William Miller to Henry Arend as recorded in Book 196 Page 546, Travis County Deed Records, in all 420.2 varas to a post at corner of the fence;

THENCE with a fence, S 80° 20' E 454.9 varas to a post at corner of fence in the east line of the said 50 acre tract;

THENCE with the east line of the said 50 acre tract as fenced, S 9° 30' W 159.6 varas to a post at corner of fence, in the north line of said 47.5 acre tract, for the southeast corner of the said 50 acre tract as fenced and used upon the ground;

THENCE with the north line of the said 47.5 acre tract as fenced, S 80° 45' E 206.9 varas to a post at corner of fence, for the northeast corner of the said 47.5 acre tract;

THENCE with the east line of the said 47.5 acre tract as fenced, S 8° 40' W 541.9 varas to an iron stake for the southeast corner of the said 47.5 acre tract in the north line of the said 194.7 acre tract;

THENCE with the north line of the said 194.7 acre tract, N 87° 00' E 368.2 varas to a post at corner of fence for the northeast corner of said 194.7 acre tract;

THENCE with the east line of the said 194.7 acre tract as fenced, S 8° 25' W 212.0 varas to an iron stake near the northwest corner of a barn;

THENCE with the east line of said 194.7 acre tract, S 13° 15' W 100.0 varas to a post at the southwest corner of a corral fence;

THENCE with the east line of the said 194.7 acre tract, S 28° 55' W 164.3 varas to an iron stake;

THENCE N 60° 35' W 1301.5 varas to an iron stake in the west line of the said 194.7 acre tract;

THENCE with the west line of the said 194.7 acre tract, N 30° 00' E 237.0 varas to the place of the beginning containing 128.97 acres of land as surveyed by Marlton O. Metcalfe, County Surveyor of Travis County, Texas;

Tract 3

DESCRIPTION OF A STRIP OF LAND CONTAINING 1.57 ACRES (68,579 SQUARE FEET) OF LAND SITUATED IN THE JUAN ZAMBRANO SURVEY NO. 38, LOCATED IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF A 40.00 ACRE TRACT CONVEYED TO PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2014054591 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found for the northwest corner of said 40.00 acre tract, same being the southwest corner of a remainder of a 199.8 acre tract conveyed to Don Lee Weiss and recorded in Volume 2624 Page 275 of the Real Property Records of Travis County, Texas and being a point on the east right of way line of Hodde Lane,

THENCE, S 62° 49' 02" E 1,312.22 feet following the north line of said 40.00 acre tract, same being the south line of said remainder 199.8 acre tract to a ½" iron rod found with a yellow cap stamped "GIL ENGINEERING",

THENCE, S 62° 49' 02" E 60.00 feet to a ½" iron rod found with a yellow cap stamped "GIL ENGINEERING" for the northeast corner of herein described tract, same being the southeast corner of said remainder 199.8 acre tract and being a point on the west line of Tract 1, a 125.88 acre tract conveyed to Tartan Limited Partnership recorded in Document Number 2003254152 of the Official Public Records of Travis County, Texas,

THENCE S 28° 38' 26" W 50.02 feet following the east line of said 40.00 acre tract, same being the west line of said Tract 1 to a ½" iron rod set with a yellow cap stamped "GIL ENGINEERING" for the southeast corner of the herein described tract,

THENCE, N 62° 49' 02" W 59.95 feet leaving the east line of said 40.00 acre tract, same being the west line of said Tract 1 and crossing said 40.00 acre tract to a ½" iron rod set with a yellow cap stamped "GIL ENGINEERING",

THENCE, N 62° 49' 02" W 1,311.00 feet to a ½" iron rod set with a yellow cap stamped "GIL ENGINEERING" for the southwest corner of the herein described tract, same being a point on the west line of said 40.00 acre tract and being a point on the east right of way line of Hodde Lane.

SAVE AND EXCEPT A 2.935 ACRE PORTION OUT OF TRACTS 1 AND 2, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

2.935 ACRES OF LAND, BEING A PORTION OF THE JUAN ZAMBRANO SURVEY #38, ABSTRACT 1844, IN TRAVIS COUNTY, TEXAS, AND BEING A SIXTY FOOT STRIP OFF OF THE WEST PORTION OF A 194.7 ACRE TRACT OUT OF THE JUAN ZAMBRANO SURVEY #38 DESCRIBED IN A DEED FROM EUGENE SAUL TO HENRY AREND AS RECORDED IN VOLUME 163, PAGE 106, TRAVIS COUNTY DEED RECORDS, BEING ALSO OFF OF THE WEST END OF A 125.88 ACRE TRACT, A PART OF THE SAID AREND 194.7 ACRE TRACT, AS DESCRIBED IN A DEED FROM HENRY AREND TO LEROY KNETIG AND WIFE, SIDONIE KNETIG, AS RECORDED IN VOLUME 2019, PAGE 81, TRAVIS COUNTY DEED RECORDS, AND BEING ALSO OFF OF THE MOST WESTERLY PORTION OF A 128.97 ACRE TRACT OUT OF THE JUAN ZAMBRANO SURVEY #38 AND OTHERS IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE SAID AREND 194.7 ACRE TRACT AND OTHERS, AS DESCRIBED IN A DEED FROM HENRY AREND TO SIDONIE G. KNETIG AS RECORDED IN VOLUME 1140, PAGE 493, TRAVIS COUNTY DEED RECORDS, AS PREPARED FOR MORIN SCOTT BY METCALFE ENGINEERING COMPANY, INC., 1710 EVA STREET, AUSTIN, TEXAS.

Commencing for reference at an iron stake near corner of fence in the south line of the Juan Zambrano Survey #38 and in the north line of the James P. Kempe Survey #12 in Travis County, Texas, being also in the north line of that portion of the James P. Kempe Survey #12 in Travis County, Texas, described in a deed from Herbert Arend to Calvin G. Hamann, et ux, aa recorded in Volume 1780, Page 239, Travis County Deed Records, said iron stake near corner of fence being also at the most westerly southeast corner of

that 199.80 acre tract out of the Juan Zambrano Survey #38 and others in Travis County, Texas, described in a deed from Ila N. Dannelley, et vir, to Don Lee Weiss and Gladys O. Weiss as recorded in Volume 2624, Page 275, Travis County Deed Records, and being also at the southwest corner of that 194.7 acre tract, a portion of the Juan Zambrano Survey #38, described in a deed from Eugene Saul to Henry Arend as recorded in Volume 163, Page 106, Travis County Deed Records, and being also the southwest corner of that portion of the Juan Zambrano Survey #38 set apart to Eugene Saul in cause 12,744, styled Eugene Saul vs. Mary L. Saul, January 22, 1896, and being also the southwest corner of a 125.88 acre tract, a part of the said Arend 194.7 acre tract, described in a deed from Henry Arend to Leroy Knetig and wife, Sidonie Knetig, as recorded in Volume 2019, Page 81, Travis County Deed Records, said beginning iron stake near corner of fence being the southwest corner of a 24.0 acre tract, a part of the said Knetig 125.88 acre tract, said 24.0 acres being described in field notes prepared by me of this date; Thence N 30° 00' E 50.00 feet to the BEGINNING and southwest corner of the herein described tract.

THENCE with a fence along the east line of the said Weiss 199.80 acre tract, being also the west line of the said Arend 194.7 acre tract, and being also the west line of the said Knetig 125.88 acre tract, and being also the west line of the said 24.0 acre tract out of the Knetig 125.88 acre tract, N 30° 00'E at 1034.54 feet passing the northwest corner of the said 24.0 acre tract, at 1461.11 feet passing an iron stake at the northwest corner of the said 125.88 acre tract, being also the most westerly southwest corner of a 128.97 acre tract out of the Juan Zambrano survey #38 and others in Travis County, Teas, being a part of the aforesaid Arend 194.7 acre tract and others, as described in a deed from Henry Arend to Sidonie G. Knetig in Volume 1140, Page 493, Travis County Deed Records, in all 2119.44 feet to an iron stake at corner of fence for the most southerly northwest corner of the said Knetig 128.97 acre tract, being also a corner of the Weiss 199.80 acre tract, being also the northwest corner of the said Arend 194.7 acre tract, and being also a corner of the Juan Zambrano Survey #38 and a corner of the Ben Allen Survey #73; being the northwest corner of this sixty foot strip;

(2) THENCE with a fence along the most westerly north line of the said Knetig 128.97 acre tract, being also a north line of the said Arend 194.7 acre tract, being also a north line of the Juan Zambrano Survey #38 and a south line of the Ben Allen Survey #73, being also a south line of the said Weiss 199.80 acre tract, S 81° 15' E 64.38 feet to a point for the northeast corner of the herein described 60 foot strip;

THENCE S 30° 00'w at 1107.62 feet crossing the north line of the said 24.0 acres out of the 125.88 acre tract, in all 2142.16 feet to a point for the southeast corner of the herein described sixty foot strip;

THENCE N 60° 35' W 60.00 feet to the place of the beginning, containing 2.935 acres of land more or less, of which about 1.425 acres being across the west portion of the said 24.0 acre tract out of the said Knetig 125.88 acre tract, and the remainder 1.510 acres being across the west portion of the 125.88 acre tract and the said Knetig 128.97 acre tract and lying outside the said 24.0 acre tract.

Schedule B-5

15.25 Acres
Prop. ID #278131

BEING, 15.25-acre tract of land of which 7.94 acres are situated in the Juan Zambrano Survey No. 38, Abstract No. 844, and 7.31 acres are situated in the B.L. Ham Survey No. 67, Abstract No. 354, Travis County, Texas, and being a part of that certain First Tract of land, called 64.85 acres, conveyed by deed to Ernst and Alice Engelmann as recorded in Volume 2526, Page 359, Dee Records, Travis County, Texas. Surveyed on the ground in the month of September, 1985, under the supervision of R.T. Magness, Jr., Registered Public Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin set in the West line of said 64.85-acre Engelmann tract for the Southwest corner hereof, said corner being N 10° 00' E, 424.73 feet from an iron pin marking the Southwest corner of said 64.85-acre Engelmann tract;

THENCE N 10°00' E, 508.58 feet with the said West line of said 64.85-acre Engelmann tract, crossing the common line between the said Zambrano Survey and the said Ham Survey, to an iron pin set for the Southwest corner hereof;

THENCE S 80° 00' E 1307.2 feet to an iron pin set in the West line of Melber Lane, also being the East line of said 64.85-acre Engelmann tract, for the Northeast corner hereof;

THENCE S 10°14' W, 508.58 feet with the said West line of Melber Lane recrossing the common line between the said Ham Survey and the Zambrano Survey, to an iron pin set for the Southeast corner hereof;

THENCE N 80°00' W, 1305.13 feet to the place of BEGINNING and containing 15.25 acres of land.

Schedule B-6

15.25 Acres
Prop. ID #278132

BEING, 15.25-acre tract of land situated in the Juan Zambrano Survey No. 38, Abstract No. 844, Travis County, Texas, and being a part of that certain First Tract of land, called 64.85 acres, conveyed by deed to Ernst and Alice Engelmann as recorded in Volume 2526, Page 359, Deed Records, Travis County, Texas. Surveyed on the ground in the month of September, 1985, under the supervision of R.T. Magness, Jr., Registered Public Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin set by existing fence corner marking the Southwest corner of said 64.85-acre Engelmann tract for the Southwest corner hereof;

THENCE N 10°00' E, 424.73 feet with the West line of said 64.85-acre Engelmann tract to an iron pin set for the Southwest corner hereof;

THENCE S 80° 00' E 1305.13 feet to an iron pin set on the West line of Melber Lane, also being the East line of said 64.85-acre Engelmann tract, for the Northeast corner hereof;

THENCE with the said West line of Melber Lane, S 10°14' W, 602.60 feet to an iron pin set and S 16°00' W, 242.77 feet to an iron pin set by an existing fence corner post, marking the Southeast corner of said 64.85-acre Engelmann tract for the Southeast corner hereof;

THENCE with existing fence line along the South line of said 64.85-acre Engelmann tract, N 41°22'15" W, 702.84 feet to an iron pin set and N 81°01'45" W, 728.49 feet to the place of BEGINNING and containing 15.25 acres of land.

Schedule B-7

15.25 Acres
Prop ID #: 281998

BEING a 15.25-acre tract of land situated in the B. L. Ham survey No. 67, Abstract No. 354, Travis County, Texas, and being a part of that certain First Tract of land, called 64.85 acres, conveyed by deed to Ernst and Alice Engelmann as recorded in Volume 2526, Page 359, Deed Records, Travis County, Texas. Surveyed on the ground in the month of September, 1985, under the supervision of R.T. Magness, Jr., Registered Public Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin set in the West line of said 64.85-acre Engelmann tract for the Southwest corner hereof, said corner being N 10° 00' E, 933.31 feet from an iron pin marking the Southwest corner of said 64.85-acre Engelmann tract;

THENCE S 80° 00' E, 226.63 feet to an iron pin set for the most southerly Southwest corner hereof;

THENCE N 10° 00' E, 131.98 feet to an iron pin set for an interior corner hereof;

THENCE S 80° 00' E, 27.64 feet to an iron pin set for an interior corner hereof;

THENCE N 10° 00' E, 363.05 feet to an iron pin set for an interior corner hereof;

THENCE S 80° 00' E, 327.64 feet to an iron pin set for an exterior corner hereof;

THENCE N 10° 00' E, 133.45 feet to an iron pin set for an interior corner hereof;

THENCE N 10° 00' E, 478.76 feet to an iron pin set in the South line of Melber Lane, also being the Northeast corner hereof;

THENCE with said South line of Melber Lane, N 80° 19' 30" W, 873.61 feet to an iron pin set, marking the beginning of a curve to the right, having a radius of 152.17 feet and a chord of 133.74 feet bearing N 54° 15' 15" W, and continuing along said curve to the right an arc distance of 138.47 feet to an iron pin set for the corner hereof;

THENCE N 80°19'30" W, 31.17 feet leaving said South line of Melber Lane to an iron pin set for the Northeast corner hereof;

THENCE S 10°00' w, 1160.23 feet with the said West line of 64.85-acre Engelmann tract to the place of BEGINNING and containing 15.25 acres of land

Schedule B-8

15.25 Acres

Prop ID#: 282000 & 281999

BEING a 15.25-acre tract of land situated in the B. L. Ham Survey No. 67, Abstract No. 354, Travis County, Texas, and being a part of that certain First Tract of land, called 64.85 acres, conveyed by deed to Ernst and Alice Engelmann as recorded in Volume 2526, Page 359, Deed Records, Travis County, Texas. Surveyed on the ground in the month of September, 1985, under the supervision of R. T. Magness, Jr., Registered Public surveyor, and being more particularly described as follows:

BEGINNING at an iron pin set for the Southwest corner hereof, said corner being N 10° 00' E, 933.31 feet and S 80° 00' E, 226.63 feet from the Southwest corner of said 64.85-acre Engelmann tract;

THENCE N 10° 00' E, 131.98 feet to an iron pin set for the most westerly Northwest corner hereof;

THENCE S 80° 00' E, 300.00 feet to an iron pin set for an interior corner hereof;

THENCE N 10° 00' E, 496.50 feet to an iron pin set for an exterior corner hereof;

THENCE S 80° 00' E, 498.68 feet to an iron pin set for an interior corner hereof;

THENCE N 10° 00' E, 478.76 feet to an iron pin set in the south line of Melber Lane, also being the North line of said 64.85-acre Engelmann tract, for the most northerly Northwest corner hereof;

THENCE with the said South and West line of Melber Lane, S 80° 19' 30" E, 157.18 feet to an iron pin set marking the beginning of a curve to the right, having a radius of 128.07 feet and a long chord of 181.99 feet bearing S 35° 02' 45" E, around said curve to the right a distance of 202.41 feet to an iron pin set marking the end of said curve, and S 10° 14' W, 979.55 feet to an iron pin set in the now East line of said 64.85-acre Engelmann tract of the Southeast corner hereof;

THENCE N 80° 00' W, 1080.58 feet to the place of BEGINNING and containing 15.25 acres of land.

Schedule B-9

5.59 Acres
Prop ID#: 444700

BEING 7.00 ACRES OUT OF THE JUAN ZAMBRANO SURVEY NO. 38 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE 146.00 ACRES OF LAND CONVEYED TO CHRISTIAN JANKE IN VOLUME 707, PAGE 440 OF THE TRAVIS COUNTY OFFICIAL RECORDS, SAID 7.00 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND MOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at fence post found at the occupied southwest corner of said Janke tract of land, being also on the southeast line of that certain 84.211 acre tract of land described as Tract One in a deed to MMS Properties recorded in Volume 4545, Page 2234 of the Travis County Official Records, and being the northwest corner of that certain 146.76 acre tract of land conveyed to Sophie Koch in Volume 707, Page 440 of the Travis County Official Records.

THENCE with the agreed boundary line between said Janke and MMS Properties tracts of land as fenced and used upon the ground, the following three (3) courses:

N 29° 57' 50" E 385.78 feet;

N 04° 06' 58" E 22.40 feet;

N 29° 50' 36" E 980.83 feet to a ½" rebar set for the southwest corner and PLACE OF BEGINNING hereof;

THENCE continuing with the agreed boundary line between said Janke and MMS Properties tracts of land as fenced and used upon the ground, the following two (2) courses:

N 29° 50' 36" E 101.07 feet to a ½" rebar set for an angle point hereof;

N 21° 12' 29" E 251.47 feet to a ½" rebar set at a break in said fence for an angle point hereof;

THENCE continuing with the agreed boundary line between said Janke and MMS Properties tracts of land, N 26° 22' 26" E 22.35 feet to a ½" rebar set for an angle point hereof;

THENCE continuing with the agreed boundary line between said Janke and MMS Properties tracts of land as fenced and used upon the ground, the following the (2) courses:

N 10° 05' 56" E 232.34 feet to a ½" rebar set for an angle point hereof;

N 09° 41' 12" E 100.35 feet to a ½" rebar set for the northwest corner hereof;

THENCE crossing said Janke tract of land, the following eight (8) courses:

S 75° 32' 59" E 323.30 feet to a ½" rebar set for the most northerly northeast corner hereof;

S 08° 28' 54" W 440.11 feet to a ½" rebar set for an angle point hereof;

S 33° 14' 32" E 460.04 feet to a fence post for an angle point hereof;

S 29° 45' 49" E 247.87 feet to a fence post for an angle point hereof;

S 39° 27' 48" E 259.68 feet to a fence post for an angle point hereof;
S 57° 59' 15" E 342.99 feet to a fence post for an angle point hereof;
S 60° 40' 35" E 111.71 feet to a fence post for an angle point hereof;
S 60° 37' 42" E 490.35 feet to a ½" rebar set in the westerly r.o.w. line of Melber Lane (r.o.w. varies), being also in the easterly line of said Janke tract of land, for the most easterly northeast corner hereof;

THENCE with the westerly r.o.w. line of Melber Lane, being also the easterly line of said Janke tract of land, S 10° 17' 46" W 30.00 feet to a ½" rebar set for the most easterly southeast corner hereof;

THENCE crossing said Janke tract of land, the following eight (8) courses:

N 60° 37' 42" W 490.35 feet to a ½" rebar set for an angle point hereof;
N 60° 40' 35" W 112.40 feet to a ½" rebar set for an angle point hereof;
N 57° 59' 15" W 348.59 feet to a ½" rebar set for an angle point hereof;
N 39° 27' 48" W 267.12 feet to a ½" rebar set for an angle point hereof;
N 29° 45' 49" W 249.50 feet to a ½" rebar set for an angle point hereof;
N 33° 14' 33" W 425.48 feet to a ½" rebar set for an inside corner hereof;
S 08° 28' 54" W 219.33 feet to a ½" rebar set for a southeast corner hereof;
N 75° 32' 59" W 431.63 feet to the PLACE OF BEGINNING and containing 7.00 acres of land, more or less.

SAVE AND EXCEPT A 1.41 ACRE TRACT DESCRIBED AS FOLLOWS:

BEING 1.41 ACRES OUT OF THE JUAN ZAMBRANO SURVEY NO. 38 IN TRAVIS COUNTY TEXAS, BEING A PORTION OF THE 146.00 ACRES OF LAND CONVEYED TO CHRISTIAN JANKE IN VOLUME 707, PAGE 440 OF THE TRAVIS COUNTY REAL PROPERTY RECORDS, AND BEING A PORTION OF THAT 7.00 ACRE PORTION OF SAID JANKE TRACT OF LAND CONVEYED TO BRYAN K. AND JACQUEJOY LITTLEFIELD IN VOLUME 13237, PAGE 2793 OF THE TRAVIS COUNTY REAL PROPERTY RECORDS, SAID 1.41 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at fence post found at the occupied southwest corner of said Janke tract of land, being also on the southeast line of that certain 84.211 acre tract of land described as Tract One in a deed from MMS Properties recorded in Volume 4545, Page 2234 of the Travis County Official Public Records, and being the northwest corner of that certain 146.76 acre tract of land conveyed to Sophie Koch in Volume 707, Page 440 of the Travis County Official Records;

THENCE with the agreed boundary line between said Janke and MMS Properties tracts of land as fenced and used upon the ground, the following six (6) courses:

N 29° 57' 50" E 385.78 feet;

N 04° 06' 58" E 224.0 feet,

N 29 ° 50' 36" E at a distance of 980.83 feet pass a 1/ 2" rebar set at the southwest corner of said Littlefield 7.00 acre tract of land and continuing for a total distance of 1081.90 feet to a 60d nail found in fence post

N 21° 12' 29" E 251.47 feet to a 60d nail found in fence post,

N 26° 22 ' 26" E 22.35 feet to a 60d nail found in fence post,

N 09° 58' 28" E 232.38 feet to a ½" rebar found at an angle point in the westerly line of said Littlefield tract of land for the southwest corner and PLACE of BEGINNING hereof;

THENCE continuing with the agreed boundary line between said Janke and MMS Properties tracts of land as fenced and used upon the ground, and the westerly line of said Littlefield tract of land, N 09° 41' 12" E 100.35 feet to a 1/2 " rebar set for the northwest corner hereof;

THENCE crossing said Janke tract of land and with the northerly line of said Littlefield tract of land, S 75° 32' 59" E 323.30 feet to a 1/2" rebar set for the northeast corner hereof;

THENCE with the easterly line of said Littlefield tract of land, S 08° 28' 54" W 440.11 feet to a 1/2" rebar set at the northwest corner of a 1.31 acre access strip portion of said Littlefield 7.00 acre tract of land, for the southeast corner hereof;

THENCE crossing said Littlefield tract of land, the following three (3) courses

N 33° 08' 52" W 150.53 feet to a fence corner post found occupying an angle point hereof;

N 08° 28' 54" E 237.50 feet to a 60d nail in a fence corner post occupying an inside corner hereof;

N 75° 32' 59" W 225.38 feet to the PLACE OF BEGINNING and containing 1.41 acre of land, more or less.

ALL REBAR SET ARE CAPPED "1729"

Schedule B-10

1.41 Acres
Prop ID#: 528957

BEING 1.41 ACRES OUT OF THE JUAN ZAMBRANO SURVEY NO. 38 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE 146.00 ACRES OF LAND CONVEYED TO CHRISTIAN JANKE IN VOLUME 707, PAGE 440 OF THE TRAVIS COUNTY REAL PROPERTY RECORDS, SAID 1.41 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at fence post found at the occupied southwest corner of said Janke tract of land, being also on the southeast line of that certain 84.211 acre tract of land described as Tract One in a deed to MMS Properties recorded in Volume 4545, Page 2234 of the Travis County Official Records, and being the northwest corner of that certain 146.76 acre tract of land conveyed to Sophie Koch in Volume 707, Page 440 of the Travis County Official Records,

THENCE with the agreed boundary line between said Janke and MMS Properties tracts of land as fenced and used upon the ground, the following three (3) courses

N 29° 57' 50" E 385.78 feet,

N 04° 06' 58" E 22.40 feet,

N 29° 50' 36" E 980.83 feet to a 1/2" rebar set at the southwest corner of that certain 7.00 acre portion of said Janke tract of land conveyed to Bryan K. and Jacqujoy J. Littlefield in Volume 13237, Page 2793 of the Travis County Real Property Records, for the northwest corner and PLACE OF BEGINNING hereof;

THENCE with the southerly line of said Littlefield 7.00 acre tract of land, S 75° 32' 59" E 431.63 feet to a 1/2" rebar found at an ell corner of said Littlefield tract of land for an inside corner hereof;

THENCE with the easterly line of said Littlefield tract of land, N 08° 28' 54" E 219.33 feet to a 1/2" rebar found at the southwest corner of a 1.31 acre access strip described as part of said Littlefield 7.00 acre tract of land, for the most northerly corner hereof;

THENCE with a southerly line of said Littlefield tract of land, S33° 14' 33" E 425.48 feet to a 1/2" rebar found for the southeasterly corner hereof;

THENCE crossing said Janke tract of land, N 73° 29' 31" W 735.48 feet to a 1/2" rebar found in said agreed boundary line between said Janke and MMS Properties for the southwest corner hereof;

THENCE with the agreed boundary line between said Janke and MMS Properties, N 29° 50' 36" E 43.40 feet to the PLACE OF BEGINNING and containing 1.41 acres of land, more or less.

Schedule B-11

2.73 Acres
Prop. ID #281997

BEING a 2.73-acre tract of land situated in the B.L. Ham Survey No. 67, Abstract No. 354, Travis County, Texas, and being a part of that certain First Tract of land, called 64.85 acres, conveyed by deed to Ernst and Alice Engelmann as recorded in Volume 2526, Page 359, Dee Records, Travis County, Texas. Surveyed on the ground in the month of September, 1985, under the supervision of R.T. Magness, Jr., Registered Public Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin set for the Southwest corner hereof, said corner being;
 N 10°00' E, 933.31 feet,
 S 80°00' E, 226.63 feet; and
 N 10°00' E, 131.98 feet from an iron pin marking the Southwest corner of said 64.85-acre Engelmann tract;

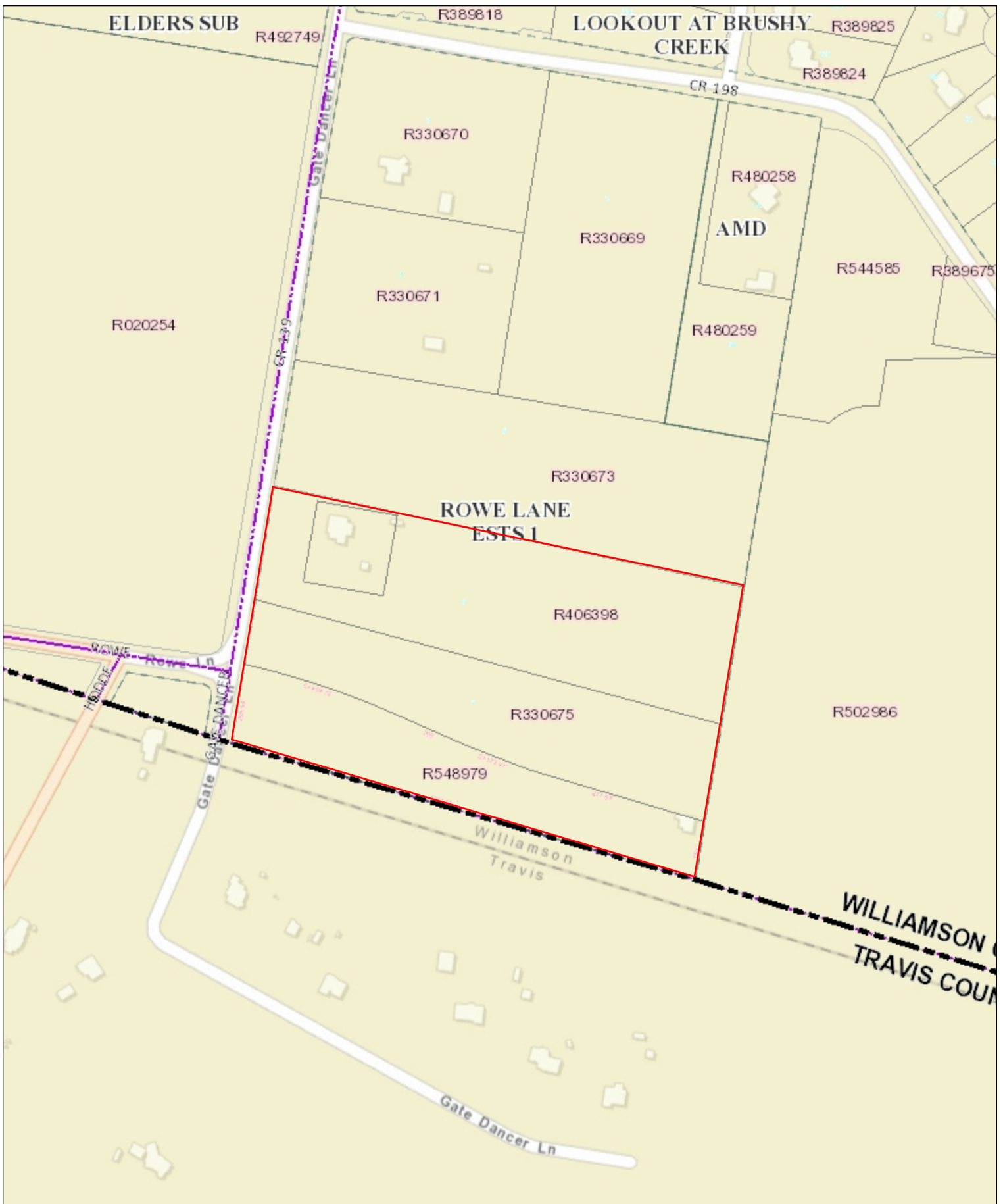
THENCE S 80°00' E, 327.64 feet to an iron pin set for the Southeast corner hereof;

THENCE N 10°14' E, 363.50 feet to an iron pin set for the Northeast corner hereof;

THENCE N 80°00' W, 327.64 feet to an iron pin set for the Northwest corner hereof;

THENCE S 10°00' W, 363.05 feet to the place of BEGINNING and containing 2.73 acres of land.

Schedule B-12



Lots 6 and 7, Rowe Lane Estates 1

Web Print: 04/22/2018

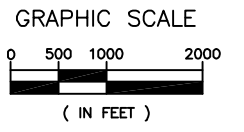
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



EXHIBIT C
NPWIS MAP

KELLY LANE
WASTEWATER SERVICE AREA
CITY OF PFLUGERVILLE
ULTIMATE WASTEWATER COLLECTION
CONCEPT PLAN

NOT FOR
CONSTRUCTION



LEN Lockwood, Andrews
& Newnam, Inc.
A LEO A DALY COMPANY

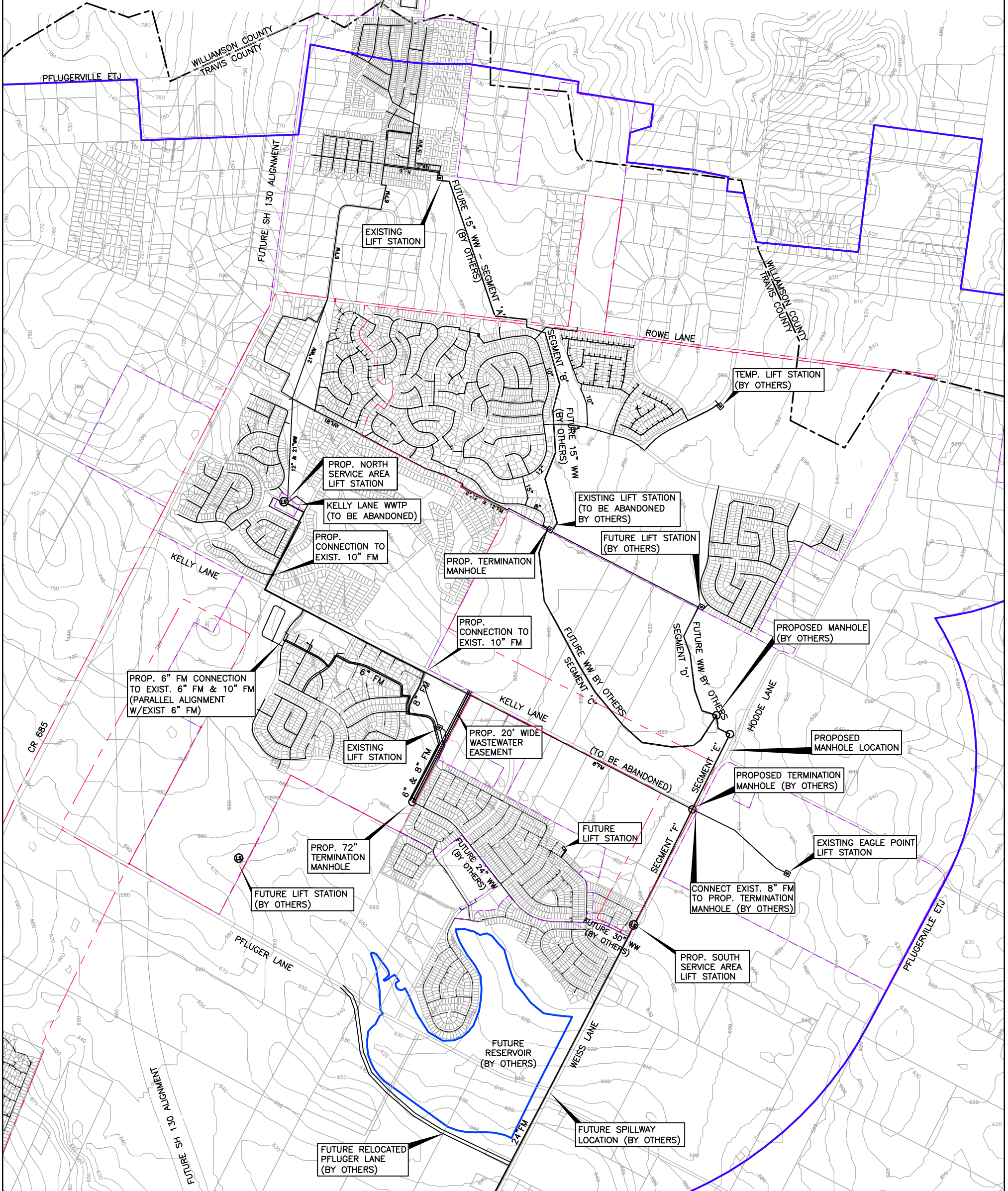


EXHIBIT D
STRATEGIC PARTNERSHIP AGREEMENT

**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF PFLUGERVILLE, TEXAS AND
LAKESIDE MUD NO. 5**

This Strategic Partnership Agreement (this "Agreement") is entered into by and between the City of Pflugerville, Texas (the "City"), and Lakeside Municipal Utility District No. 5 (the "District").

**ARTICLE I
RECITALS**

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated in Travis County, Texas; and

WHEREAS, the District is a municipal utility district created under and subject to the Consent Agreement with the City, and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the District encompasses approximately _____ acres, more or less, located within the extraterritorial jurisdiction of the City, as depicted on **Exhibit A** and as more fully described on **Exhibit B** attached to this Agreement (the "Land"); and

WHEREAS, the City, Rowe Lane Development, Ltd., a Texas Limited Partnership (the "Owner"), and the District, are parties to that certain Comprehensive Development and Consent Agreement for Lakeside WCID No. 5 dated November 22, 2004, as amended by that certain First Amendment to Comprehensive Development and Consent Agreement for Lakeside WCID No. 5 dated July 3, 2006, and by that certain Second Amendment to Comprehensive Development Agreement dated October 14, 2011, as amended and replaced by that certain Amended and Restated Comprehensive Development Agreement (Lakeside MUD No. 5) dated _____ (collectively referred to as the "Consent Agreement"); and

WHEREAS, the City and the District are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, Section 43.0751 of the Texas Local Government Code authorizes the City and the District to negotiate and enter into this Agreement; and

WHEREAS, certain areas within the Land may be developed for commercial uses; and

WHEREAS, pursuant to the Consent Agreement and Sections 43.0751(f)(6) and (g) of the Texas Local Government Code, effective on the Full-Purpose Annexation Conversion Date (defined herein), the Parties intend that the District shall convert into the Limited District (defined herein) and continue in existence after the City's full-purpose annexation of the Land for the purpose of allowing the Limited District to continue to perform some of the functions previously performed by the District as specified herein; and

WHEREAS, effective on the Effective Date (set forth below), and pursuant to Sections 43.071(f)(1) and (k) of the Texas Local Government Code, the City desires to annex the Land for the limited purpose of imposing and collecting sales and use taxes within the Land as permitted by Section 43.0751, Texas Local Government Code, which may include, but which are not limited to, the general sales tax and special sales and use taxes authorized by elections creating Type A and Type B corporations under Chapters 504 and 505 of the Texas Local Government Code (hereinafter the "Type A and Type B Sales Tax"), road maintenance sales taxes, sales taxes for the purposes of property tax reduction, and all other sales and use tax revenues generated on the Land (collectively, hereinafter the "Sales and Use Tax Revenues"); and

WHEREAS, subject to the terms and conditions of this Agreement, the District, on behalf of itself and all present and future owners of the Land, hereby agrees that as of the Effective Date, the Land will become annexed into the City for the limited purpose of imposing and collecting Sales and Use Tax Revenues within the Land, and for the other limited purposes set forth in this Agreement; and

WHEREAS, prior to approval of this Agreement by the District's Board of Directors (the "Board"), the District provided notice of two (2) public hearings in accordance with Section 43.0751(d) of the Texas Local Government Code, and all applicable laws, and the Board conducted such public hearings in accordance with all applicable laws, at which, members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on _____, 201_, in open session in accordance with all applicable laws, which approval and adoption occurred before the City Council approved and adopted this Agreement; and

WHEREAS, prior to approval of this Agreement by the City Council of the City (the "City Council"), the City provided notice of two (2) public hearings in accordance with Section 43.0751(d) of the Texas Local Government Code, and all applicable laws, and the City Council conducted such public hearings in accordance with all applicable laws, at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on _____, 201_, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(1) of the Texas Local Government Code, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(2) of the Texas Local Government Code, this Agreement provides benefits for the City and the District that are reasonable and equitable.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the City and the District agree as follows:

ARTICLE II
EFFECT OF RECITALS; PURPOSE OF AGREEMENT; ADOPTION OF AGREEMENT

2.01 Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part hereof for all purposes.

2.02 Purpose. The purpose of this Agreement is to define and clarify, through contractual agreement, the terms and conditions of annexation by the City of the Land for limited purposes on the Effective Date, annexation of the Land for full purposes, and the relationship between the City and the Limited District upon conversion of the District to the Limited District at the time full purpose annexation of the District is completed, all in accordance with Section 43.0751 of the Local Government Code.

2.03 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

2.04 Effective Date. The Effective Date of this Agreement is the date this Agreement is approved and adopted by the City Council (the "Effective Date").

2.05 Filing in Property Records. This Agreement shall be filed in the Official Public Records of Travis County, Texas.

ARTICLE III
ADOPTION OF AGREEMENT AND CONSENT TO IMMEDIATE LIMITED PURPOSE ANNEXATION OF THE LAND

3.01 Consent to Limited Purpose Annexation. THE DISTRICT ON BEHALF OF ITSELF AND ALL PRESENT AND FUTURE OWNERS OF PROPERTY WITHIN THE LAND, HEREBY REQUESTS THAT THE CITY ANNEX THE LAND FOR THE LIMITED PURPOSES AS PROVIDED IN THIS AGREEMENT. THE DISTRICT CONSENTS TO SUCH LIMITED PURPOSE ANNEXATION AND TO THE COLLECTION OF SALES AND USE TAX REVENUES BY THE CITY WITHIN THE LAND. SUCH CONSENT SHALL BIND THE DISTRICT AND EACH OWNER AND FUTURE OWNER OF PROPERTY WITHIN THE LAND.

3.02 Limited Purpose Annexation of the Land. The City Council hereby annexes the Land for the limited purpose of collecting all sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code"), including but not limited to the Sales and Use Tax Revenues, to be imposed by the City on sales consummated within the Land. The District acknowledges and agrees that no further notices, hearings, or other procedures shall be required to effectuate such limited purpose annexation. In addition, the City shall have the authority, during the period of limited purpose annexation, to: (a) require compliance with the terms of this Agreement and the Consent Agreement; (b) control and regulate the use of property and density of structures consistent with the Consent Agreement; (c) adopt all reasonable regulations pertaining to health and safety as provided by law and require compliance with such regulations; and (d) collect Sales and Use Tax Revenues as provided in Section 43.0751(k) of the Texas Local Government Code.

3.03 Duties During Limited Purpose Annexation.

- (a) City. Except as otherwise provided in the Consent Agreement, the Parties acknowledge and agree that the limited purpose annexation of the Land pursuant to this Agreement shall not obligate the City to provide any municipal services to the Land, and further agree that the Sales and Use Taxes Revenues derived from the Land may be used by the City for any lawful purpose in any geographic portion of the City or otherwise, as permitted by law and subject to the provisions of Section 4.03 of this Agreement.
- (b) District. The Parties acknowledge and agree that during the limited purpose annexation period, the District shall continue to perform its duties as set forth in the Consent Agreement, including but not limited to construction, maintenance, operation, repairs and replacement of parks, recreation and open space facilities, trails and other related improvements, and facilities for drainage, prevention of erosion, and for any other facilities or services as set forth in Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended.

ARTICLE IV
TAXATION DURING LIMITED PURPOSE ANNEXATION PERIOD

4.01 Property Taxation During Limited Purpose Annexation. The District and the City agree that upon and after the Effective Date of this Agreement the District may continue to levy and collect its property tax on all assessed valuation within the District boundaries, and the City shall not levy and collect ad valorem taxes on property in the District until the time that the City elects to annex the Land for full purposes (the "Full Purpose Annexation Conversion Date" as defined herein). Prior to the annexation of the Land for full purposes, the District agrees that the ad valorem tax rates assessed by the District shall equal or exceed the ad valorem tax rates assessed by the City at all times when the District has an obligation to pay the principal of and interest on outstanding Bonds. Notwithstanding the foregoing provisions of this section, or anything else in this Agreement to the contrary, however, the District and the City understand that the District's power to levy taxes to pay the principal of and interest on Bonds will be unlimited as to rate and amount as necessary to make payments on the District's outstanding bonds.

4.02 Collection of Sales and Use Tax Revenues. The City may impose sales and use taxes, including but not limited to the general sales tax, Type A and Type B Sales Tax, road maintenance sales tax, and sales tax for the purposes of property tax reduction, within the Land pursuant to Section 43.0751(k) of the Texas Local Government Code. The sales and use taxes may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

4.03 Use of the Sales and Use Tax Revenues. The City shall use the Sales and Use Tax Revenues for any lawful purpose.

4.04 Notification of Comptroller. The City shall send Notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Section 321.102 of the Texas Tax Code, after the City Council annexes the Land for limited purposes.

ARTICLE V

FULL PURPOSE ANNEXATION AND CONVERSION TO LIMITED DISTRICT

5.01 Full Purpose Annexation. Except as otherwise provided in this Agreement or the Consent Agreement, the City agrees that it shall not annex for full purposes any of the Land within the District until the earlier of: (a) the expiration or termination of this Agreement or the Consent Agreement; or (b) the twenty-fifth (25th) anniversary of the date of the first issuance of bonds by the District; or (c) the date that the District has issued bonds to reimburse the Owner for ninety percent (90%) of the public infrastructure eligible for reimbursement under applicable laws or TCEQ regulations and the Consent Agreement. **SUBJECT TO THE FOREGOING, DISTRICT HEREBY CONSENTS TO THE AUTOMATIC FULL PURPOSE ANNEXATION OF ALL PORTIONS OF THE LAND ON THE FULL PURPOSE ANNEXATION CONVERSION DATE (DEFINED HEREIN) WITHOUT FURTHER PROCEDURAL ACTION OF ANY KIND BY THE CITY COUNCIL OR THE DISTRICT'S BOARD IN ACCORDANCE WITH SECTIONS 43.0751(F)(6) AND (H) OF THE TEXAS LOCAL GOVERNMENT CODE. FOR PURPOSES OF THIS AGREEMENT, THE "FULL PURPOSE ANNEXATION CONVERSION DATE" IS THE DATE ON WHICH THE CITY COUNCIL ADOPTS AN ORDINANCE THAT INCLUDES THE LAND WITHIN THE FULL PURPOSE BOUNDARY LIMITS OF THE CITY.** The Full Purpose Annexation Conversion Date may be altered only by mutual written agreement of the District and the City.

5.02 Assumption of the District's Outstanding Obligations, Assets, Debts and Liabilities.

(a) Notwithstanding anything in the Consent Agreement to the contrary, the Parties specifically understand and agree that all assets and obligations of the District, including any outstanding bonded indebtedness of the District shall be assumed by the City on the Full Purpose Annexation Conversion Date, provided however, the parks and recreation facilities (including the trails, lands and open space associated therewith and any storm water detention ponds that also function as park and recreation facilities), together with any District funds on hand related to the maintenance or construction of same, shall remain with the Limited District who shall operate and maintain same as provided herein such that

upon conversion of the District to the Limited District, all of the park and recreation assets and other land and improvements of the District and responsibility for operation and maintenance thereof shall be assumed by the Limited District.

(b) After the Full Purpose Annexation Conversion Date, the water and wastewater rates charged by the City to customers receiving water and sewer services at properties that were within the territorial boundary of the District at the time of annexation may vary from the water and wastewater rates charged to customers receiving services at other properties within the City in order to compensate the City for the assumption of the debt on the District's Bonds. These water and wastewater rates will be reflected as a post annexation surcharge on the customers' monthly utility bills and will be stated as a percentage of the water and sewer rates of the City. The amount of the post-annexation surcharge and the percentage of the City's water and wastewater rates will vary as the City's rates are amended, but in no event will the rates of customers charged the post annexation surcharge exceed 125% of the water and wastewater rates charged to other customers within the City who are not otherwise subject to a post-annexation surcharge.

5.03 Conversion to Limited District. Pursuant to Sections 43.0751(f)(6) and (h) of the Texas Local Government Code, the District shall be converted to the Limited District, and the Land deemed to be within the full purpose boundary limits of the City upon the Full Purpose Annexation Conversion Date without any further action by the City Council.

5.04 Boundaries and Name of Limited District. After the Full Purpose Annexation Conversion Date, the District shall be known as Lakeside Limited Municipal Utility District No. 5 (the "Limited District"). The boundaries of the Limited District shall be the same as the boundaries for the District and are as shown on **Exhibits A and B** attached hereto.

5.05 Duties of the Limited District. After the Full Purpose Annexation Conversion Date, the Limited District shall own, operate, control, maintain, repair, replace and provide security and insurance for the parks and recreation and open space facilities (including the trails, lands and open space associated therewith and any storm water detention ponds that also function as park and recreation facilities) (collectively, the "Limited District Obligations"), it being specifically understood, however, that any park related debt (and all other debt) of the District shall be assumed by the City. The Parties agree that the City shall have no obligation during the existence of the District or the Limited District to perform any of the Limited District Obligations. The Parties agree that the City shall not be liable for any claims or causes of action arising out of, or resulting from the Limited District Obligations, including but not limited to the ownership, operation, maintenance, repair or replacement of the facilities owned or required to be maintained by the Limited District, including those that may be located on property owned by the City, or for any action or inaction of the Limited District related to same. To the extent permitted by law, the Limited District shall indemnify, defend, and hold harmless the City from any claims, demand, actions, and causes of action whatsoever arising out of or resulting from the Limited District Obligations, including but not limited to the maintenance, operations, or ownership of any facilities owned by the Limited District, or the maintenance, operations or other activities of the Limited District on any property owned by the City. The Limited District may lease or hire employees, agents, representatives, consultants, or other service providers to perform the normal administrative duties of the Limited District, except that all contracts shall provide that if the

Limited District is dissolved for any reason, the contracts shall automatically expire on the date of dissolution.

5.06 Funding of Limited District Operations.

- (a) General. Consistent with the terms and conditions of this Agreement, it is the responsibility of the Limited District to provide all necessary funding for capital and operations and maintenance expenses necessary for the performance of the Limited District Obligations after the Full Purpose Annexation Conversation Date.
- (b) No Indebtedness; No Transfers of Property. No bonds shall be issued by the Limited District for any purposes. The Limited District shall not issue notes, incur additional debt, or sell, convey, lease, mortgage, assign, or otherwise transfer property without the prior written consent of the City.

5.07 Audit; Review of District Records. The Limited District shall conduct an annual audit each year, at its sole expense, to be performed by an independent certified public accountant. The Limited District shall file a copy of the completed audit with the City's Director of Finance. The Limited District shall make its financial and other records available to the City for inspection during normal business hours.

5.08 Other Limitations. The Limited District shall have only those functions, purposes and authorities specifically enumerated in this Article V. If the Limited District takes any formal action to discharge a function or authority that is not directly related to those functions and purposes specifically enumerated in this Article V, the City may proceed as allowed in Article VI of this Agreement.

5.09 Dissolution of the Limited District.

- (a) Either (1) the City, by resolution duly adopted by the City Council, or (2) the residents of the Limited District, on presentation to the City Secretary of a petition signed by ten percent (10%) of the registered voters living in the Limited District and confirmed by the City Secretary to be conforming to the requirements of Chapter 277 of the Texas Election Code, may seek a determination as to whether the Limited District has failed or ceased to discharge its obligations under this Agreement.
- (b) Within ninety (90) days after receipt of a resolution from the City Council or verification by the City Secretary of receipt of a qualified petition under Section 5.07(a)(2) of this Agreement, the City shall give reasonable notice of the date, time and place of the meeting, in accordance with Texas Government Code, Chapter 551, and conduct a public hearing to consider the request for determination. On the conclusion of the public hearing, if the City Council determines that the Limited District has failed or ceased to discharge its obligations under this Agreement, (1) the City Council may pursue any remedy available to it under Article VI of this Agreement; or (2) the Board of Directors of the Limited District may elect to voluntarily

dissolve the Limited District with sixty (60) days' Notice to the City, prior to the dissolution, or (3) the Board of Directors of the Limited District may pursue any other remedy to resolve the issues raised by the City Council or the residents of the Limited District, provided that such remedy must be consistent with this Agreement and the Consent Agreement and shall be initiated within ninety (90) days after the date of the public hearing and pursued with reasonable diligence until the issue is completely resolved.

- (c) In the alternative, the City may without cause and in its sole discretion terminate the Limited District by ordinance or resolution, following providing notice in accordance with Chapter 551, Texas Government Code of the date, time and place of the meeting and the holding of a public hearing on the matter. Notice of such termination shall be provided to the Limited District Board affording sufficient time to enable the Limited District to complete winding down and dissolution activities.
- (d) Prior to or upon the effective date of dissolution of the Limited District under Section 5.09 of this Agreement or for any other reason, the assets and liabilities of the Limited District shall be transferred to the City.

ARTICLE VI **TERM, DEFAULT AND REMEDIES**

6.01 Term. As between the City and the District, this Agreement commences on the Effective Date and continues until 5:00 PM CST on the Full Purpose Annexation Conversion Date. Following 5:00 PM CST on the Full Purpose Annexation Conversion Date, this Agreement shall continue in effect between the City and the Limited District for a period of three (3) years after the Full Purpose Annexation Conversion Date, and may be renewed for successive three (3) year periods upon approval of the governing bodies of the City and the Limited District.

6.02 Notification of Default or Violation. Upon the occurrence, or alleged occurrence, of an event of default under, or violation of, this Agreement, the non-defaulting party shall send the defaulting Party a Notice of the default or violation or the alleged default or violation. The defaulting Party must cure the default or violation within sixty (60) days of the date of the Notice (the "Cure Period").

6.03 Remedies on Default or Violation. If the default or violation is not cured within the Cure Period, the non-defaulting party may sue for injunctive relief, mandamus, specific performance or for such other legal and equitable relief to which the non-defaulting party may be entitled, excluding consequential and incidental damages. All of these rights and remedies shall be cumulative.

6.04 City's Right to Terminate. After the expiration of the Cure Period, without regard to District's or Limited District's partial performance, if any, the City is entitled to terminate this Agreement upon written notice to District or Limited District, with the effect set forth in this Section 6.04, if District or Limited District has failed to cure a default under this Agreement within the applicable Cure Period, and the City has not waived the default in writing, or District or Limited

District has failed to satisfy a condition precedent and the City has not waived performance of the condition precedent in writing. Termination of this Agreement pursuant to this Section shall also cause dissolution of the District or Limited District, but does not terminate, limit, or restrict the rights and remedies of the City and is without prejudice to the City's claim for allowable damages. Notwithstanding the foregoing, nothing in this Section 6.04 shall limit the City's right to unilaterally terminate the Limited District in accordance with Section 5.09(c).

ARTICLE VII
ADDITIONAL PROVISIONS

7.01 Exemption from Annexation Plan. Annexation of the Land is exempt from the municipal annexation plan requirements pursuant to Section 43.052(h)(3)(B) of the Texas Local Government Code.

7.02 Voting. The eligibility to vote in City elections of persons residing in a limited purpose annexation area shall be governed by Sections 43.0751(q) and 43.130 of the Texas Local Government Code.

7.03 Cooperation.

(a) The City, the District, and the Limited District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder or enable the fulfillment of their respective obligations hereunder, provided in either case the terms of this Agreement are not modified or amended thereby.

(b) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, the District, and the Limited District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

7.04 Notice. Any Notice given under this Agreement ("Notice") must be in writing and may be given: (a) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (b) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City:
City of Pflugerville
P. O. Box 589
Pflugerville, Texas 78691
Attn: City Manager

and (for overnight mail or personal delivery)
City of Pflugerville
100 E. Main Street, Suite 300
Pflugerville, Texas 78660
Attn: City Manager

District and Limited District:
Tiemann, Shahady & Hamala, P.C.
102 N. Railroad Ave.
Pflugerville, Texas 78660

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Parties. A Party may, by giving at least five (5) days' written notice to the other Party, designate additional parties to receive copies of notices under this Agreement.

7.05 Severability; Amendment; and Waiver.

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that the Parties have a thirty (30) day period to negotiate a provision be added to this Agreement by mutual agreement of the Parties which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. If no agreement can be reached to modify the illegal, invalid, or unenforceable provision, and the provision is an essential element of this Agreement, this Agreement shall be null and void.

(b) The Parties may not amend this Agreement, except in a written agreement executed by duly authorized representatives of the Parties.

(c) The Parties may not waive any provision in this Agreement, except pursuant to a writing executed by the Party or Parties against whom the waiver is sought to be enforced. A waiver made in writing on one occasion is effective only in that instance and only for the purpose it is given and is not to be construed as a waiver on any future occasion or against any other Party.

7.06 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas. Any reference to a constitutional or statutory provision stated in this Agreement shall incorporate any amendments made to such provision from time to time during the term of this Agreement.

7.07 Entire Agreement. This Agreement and the Exhibits attached hereto, the Consent Agreement and the Exhibits attached thereto, contain the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

7.08 Exhibits; Headings; Construction; and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neutral, and the singular may include the plural, and vice versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits attached hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will together constitute the same instrument.

7.09 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

7.10 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with all laws, rules, regulations and orders governing or pertaining to the District.

7.11 Assignment. No Party shall assign its interest in this Agreement, in whole or in part, without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

7.12 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

7.13 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A Sketch of the Land

Exhibit B Metes and Bounds Description of the Land

7.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

[SIGNATURE PAGES IMMEDIATELY FOLLOW.]

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5 ON _____, 201_.

DISTRICT:
LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 201_, by _____, President of Lakeside Municipal Utility District No. 5, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.

Notary Public Signature

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE,
TEXAS ON _____, 201_.

CITY:
CITY OF PFLUGERVILLE, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____,
201_, by _____, City Manager of the City of Pflugerville, Texas, a home-
rule city, on behalf of the City.

Notary Public Signature

EXHIBIT E-1
CONCEPTUAL LAND USE PLAN

Land Use Summary				
Use	Acres	Density	Units	Percent
Residential				
SF-MU	45.0 Ac.	7.0 U/Ac.	315	9.1%
SF-R	805.6 Ac.	3.9 U/Ac.	3,141	90.9%
Subtotal	850.6 Ac.		3,456	100.0%
Non-Residential				
Retail	29.2 Ac.			
Neighborhood Services	5.0 Ac.			
School	15.7 Ac.			
Public Facility	6.2 Ac.			
Right of Way	43.5 Ac.			
Open Space Total	219.1 Ac.			
Open Space	106.2 Ac.			
Flood Plain	55.0 Ac.			
Gas Easement	16.1 Ac.			
Electrical Easement	29.9 Ac.			
Community Recreation	11.9 Ac.			
Subtotal	318.7 Ac.			
Project Totals	1,169.3 Ac.	2.9 U/Ac.	3,456	

Land Use Summary MUD 5				
Use	Acres	Density	Units	Percent
Residential				
SF/MU	0.0 Ac.	7.0 U/Ac.	0	0.0%
SF-R	339.4 Ac.	3.9 U/Ac.	1,323	100.0%
Subtotal	339.4 Ac.		1,323	100.0%

Land Use Summary MUD 7				
Use	Acres	Density	Units	Percent
Residential				
SF/MU	10.0 Ac.	7.0 U/Ac.	70	4.3%
SF-R	396.4 Ac.	3.9 U/Ac.	1,546	95.7%
Subtotal	404.4 Ac.		1,616	100.0%

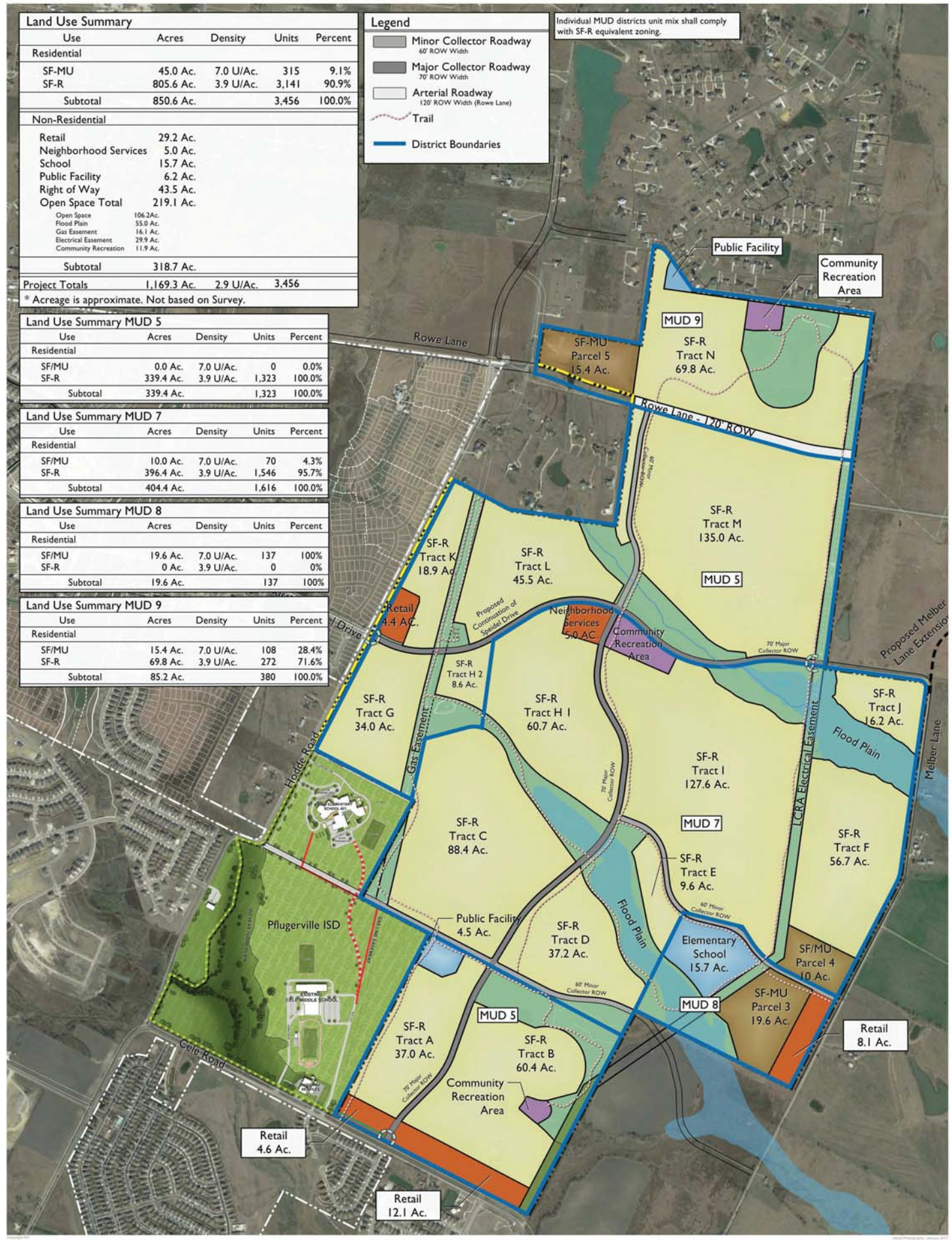
Land Use Summary MUD 8				
Use	Acres	Density	Units	Percent
Residential				
SF/MU	19.6 Ac.	7.0 U/Ac.	137	100%
SF-R	0 Ac.	3.9 U/Ac.	0	0%
Subtotal	19.6 Ac.		137	100%

Land Use Summary MUD 9				
Use	Acres	Density	Units	Percent
Residential				
SF/MU	15.4 Ac.	7.0 U/Ac.	108	28.4%
SF-R	69.8 Ac.	3.9 U/Ac.	272	71.6%
Subtotal	85.2 Ac.		380	100.0%

Legend

- Minor Collector Roadway
60' ROW Width
- Major Collector Roadway
70' ROW Width
- Arterial Roadway
120' ROW Width (Rowe Lane)
- Trail
- District Boundaries

Individual MUD districts unit mix shall comply with SF-R equivalent zoning.








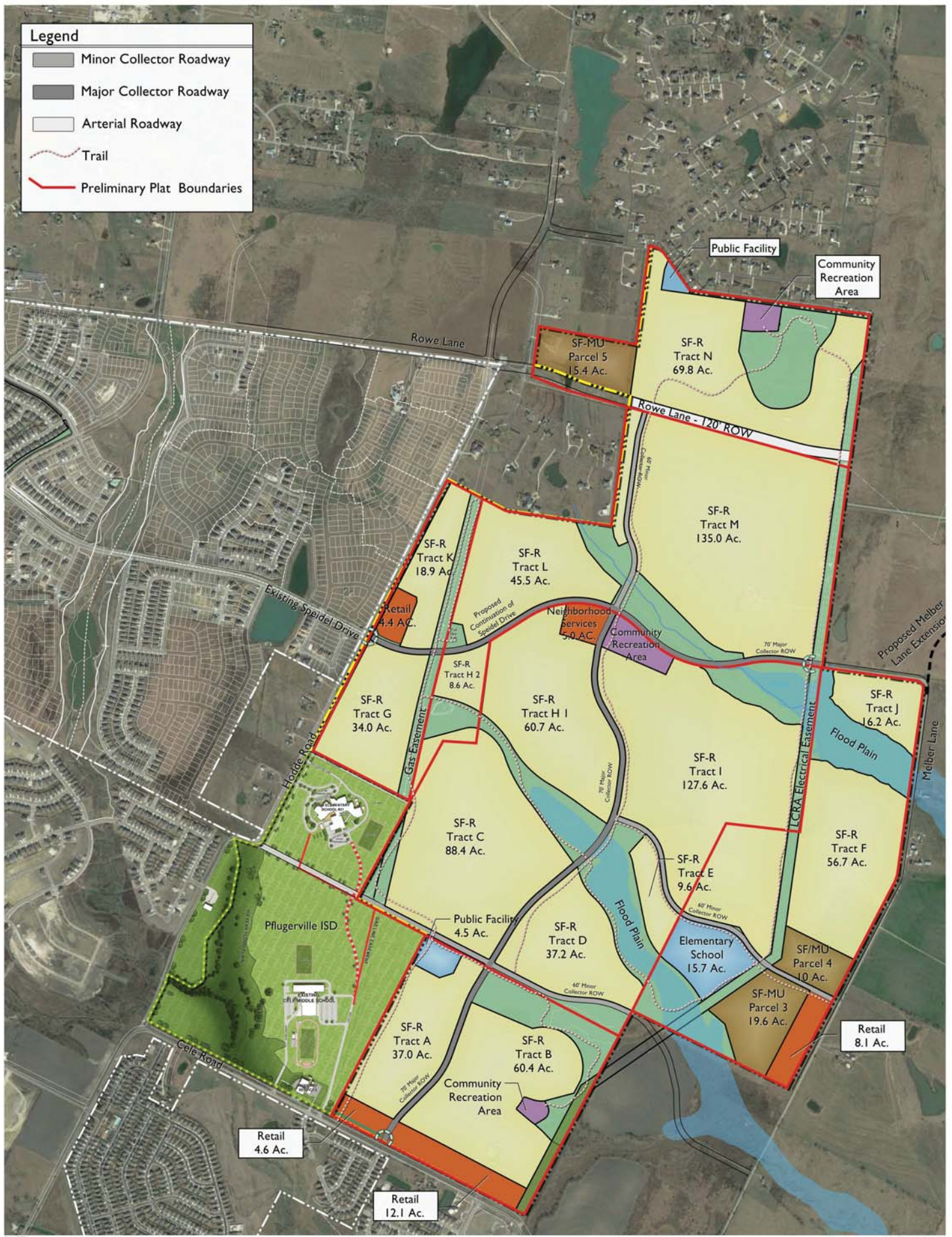
BLACKHAWK • CONCEPTUAL MASTER PLAN
 Pflugerville, Texas
 March 5, 2019
 # 164819
 Tiersmann Land and Cattle Development

Scale: 0, 200, 400, 800 feet

EXHIBIT E-2
PRELIMINARY PLAN BOUNDARY DRAWING

Legend

-  Minor Collector Roadway
-  Major Collector Roadway
-  Arterial Roadway
-  Trail
-  Preliminary Plat Boundaries



BLACKHAWK • EXHIBIT E2 - PRELIMINARY PLAT BOUNDARIES

Pflugerville, Texas
 March 11, 2019
 # 164819
 Tiernann Land and Cattle Development

0 200' 400' 800'

 All dimensions are in feet unless otherwise noted.
 This map is for informational purposes only and does not constitute a contract.
 The plat is a preliminary plat and is subject to change without notice.
 © 2019 RVI. All rights reserved.

EXHIBIT F
PROFESSIONAL SERVICES AGREEMENT

EXHIBIT F
To
Comprehensive Development and Consent Agreement
For Lakeside MUD No. 5
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into on the dates set forth below, by and among Lakeside Municipal Utility District No. 5 (the "District") and the City of Pflugerville (the "City"), a municipal corporation, each acting by and through its undersigned, duly authorized representative.

RECITALS

Rowe Lane Development, Ltd ("Developer") plans to or is currently constructing a water distribution system and a sanitary wastewater collection and transportation system (collectively, the "System" as further defined and limited below) which will serve customers located within the geographic boundaries of the District, and the District is desirous of obtaining services for the competent operation, maintenance, and management of the system. The City desires to provide operations, maintenance, and management services for the District's System. The District and the City are desirous of entering into a definitive agreement pursuant to which the City shall operate, maintain and manage the System. In consideration of the mutual agreements herein set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the District agree as follows:

ARTICLE I.
DEFINITIONS

The following terms and expressions when used in the Agreement have the following meanings unless the context clearly indicates otherwise:

- A. "Agreement" means this "Professional Services Agreement between Lakeside Municipal Utility District No. 5 and the City of Pflugerville, Texas Concerning the Operation, Maintenance and Management of Water and Wastewater Facilities and Services within Lakeside Municipal Utility District No. 5."
- B. "City" means the City of Pflugerville, Texas, a municipal corporation with its principal offices at 100 E. Main Street in Pflugerville, Travis County, Texas.
- C. "Consent Agreement" means the Comprehensive Development and Consent Agreement for Lakeside MUD No. 5 between Rowe Lane and the City.
- D. "Development" means the lands within the current or future boundaries of Lakeside Municipal Utility District No. 5, or its successors.
- E. "District" means the Lakeside Municipal Utility District No. 5. Such terms shall also mean each additional district which may be created by Developer as provided in the Consent Agreement.

F. "System" means the Developer or District owned meters, lines, facilities, equipment, lands and rights-of-way for the storage, transportation and distribution of a potable water supply, and any extensions or additions thereto, that may be constructed to serve water customers in the Development, and the Developer or District owned facilities, equipment, lands and rights-of-way for the collection and transportation of wastewater, and any extensions or additions thereto, to be constructed to serve wastewater customers in the Development. Except upon subsequent written agreement of the parties, the wastewater component of the System contemplated hereunder shall be limited to those portions of the wastewater collection and transportation assets necessary to provide wastewater service only to customers served in the Wilbarger Basin, it being the intent of the parties under this Agreement to specifically exclude those wastewater collection and transportation assets necessary to provide wastewater service to customers served in the Cottonwood Basin, as more specifically described and defined in the Consent Agreement

ARTICLE II. ADMINISTRATIVE SERVICES

The following administrative services shall be provided to the District by the City.

1. Organization. The City shall administer the work, activities, and operations of the District in accordance with the terms of this Agreement and the Consent Agreement.
2. Personnel. The City shall provide competent, trained personnel. System supervisors and/or operators shall be licensed or certified by the appropriate State governmental authority. Accounting, billing, and field personnel shall be trained to be professional and courteous in dealing directly with the District's customers.
3. Start Up. The City shall:
 - A. Maintain all of the District's customer information and records necessary to provide monthly billings to the District's customers.
 - B. Inventory and maintain a listing of all of the District's equipment including manufacturers' model and serial numbers, motor frame numbers and other such data as required to provide relevant information for the scheduled maintenance and repair or replacement of the equipment comprising the System.
4. Maintenance Scheduling. The City shall implement a Scheduled Maintenance Program for System equipment. The City shall ensure that System equipment is maintained in the same fashion and with the same frequency as equipment owned and operated by the City or as may be required by Texas Commission on Environmental Quality or other regulatory agency with jurisdiction. Because the District(s) are under the continuing supervision of the Texas Commission on Environmental Quality, City shall submit its Scheduled Maintenance Program to the District for comment.
5. 24 Hour Service. The City shall maintain 24-hour telephone and dispatch service with qualified personnel to respond to customer problems and equipment malfunctions within the District in the same manner and fashion as for retail customers located within the City limits.

6. Automatic Telephone Alarm. The City shall monitor computer or automatic dialed telephone alarm systems at any of the water and wastewater facilities within the District which are installed and programmed to call the City's 24-hour telephone dispatch service.
7. Employee Identification. The City's operating and maintenance employees shall be readily identifiable to customers within the District by distinctive clothing. Service vehicles shall have the City emblem prominently displayed.
8. Coordination with Consultants. The City shall coordinate with other consultants, such as attorneys, engineers, auditors, tax assessors, and financial advisors hired by the Developer and/or the District as necessary to maintain efficient operation of the System.
9. Inquiries and Correspondence. The City shall respond to inquiries or correspondence from governmental or regulatory authorities and the District's directors, customers or consultants in a prompt, professional manner.
10. District Meetings. The City's Water and Wastewater System Manager, or other City representative designated by the City Manager, shall attend regularly scheduled meetings which have an agenda item relating to the District's operations. The City representative will have direct knowledge of the District's on-going operations or agenda items as appropriate.
11. Customer Relations. The City shall render reasonable assistance in the promotion of good relations with the customers located within the District.

ARTICLE III.
WHOLESALE WATER AND WASTEWATER SERVICE

Wholesale water service to the District shall be provided by Manville Water Supply Corporation and the City. Wholesale wastewater service to the District for the portions of the District that will be served in the Wilbarger Basin, as more specifically described and defined in the Consent Agreement, shall be provided by the City. Developer shall pay capacity fees due under the wholesale contracts directly to the wholesale supplier. All other fees and amounts due under the wholesale water and wastewater contracts shall be paid by the City directly to the wholesale supplier, which shall be recovered by the City as part of the service charges assessed to the District classification of customers established periodically by the City .

ARTICLE IV.
RETAIL WATER AND WASTEWATER MANAGEMENT SERVICES

1. System Operations. The City shall provide: personnel, vehicles, hand tools, spare parts, and other equipment necessary for the operation of the System.
2. Bookkeeping Service. The City shall provide bookkeeping services including: accounting for all transactions involving the District's construction, operating, and tax funds, in accordance with the requirements of the Texas Commission on Environmental Quality as outlined in the WATER DISTRICT ACCOUNTING MANUAL.
3. Meter Reading, Billing and Collection. The City shall read the District's water meters once

each month and bill the customers at rates set by the District. The City is authorized to make adjustments to water bills for clerical errors, over or under registration of water meters, erroneous meter readings, establishment of water usage during times when a meter has been inoperative, and other similar adjustments. City will resolve billing disputes with individual customers.

4. System Inspection. The City shall monitor the District's facilities daily, including weekends and holidays as required by state regulations. This shall include lift stations. City employees, whenever they are within the District boundaries, shall monitor the System in order to observe condition of fire hydrants, leaks, defects, damages and be alert for missing District equipment.

5. Daily Preventative Maintenance. The City shall provide all personnel and equipment necessary for preventative maintenance tasks.

6. Bulk Chemicals. The City shall be responsible, at its own expense, for maintaining an adequate inventory of chlorine and other bulk chemicals required to operate the System.

7. Expendable Items. The City shall, at the City's expense, replace those items expended in the daily operation of the System. Those items include, but are not limited to, brooms, mops, dip nets, rakes, shovels, trash cans, hoses, nozzles, padlocks, and other such items.

8. Monthly Operations Report. The City shall render a monthly operations report, as requested by the District, which shall include the following information, or other information to which the parties can agree:

- A. Daily or monthly water flow data.
- B. The number of gallons of water purchased by the District and the number of gallons billed to District's customers and a written explanation of the resulting difference.
- C. Total number of service connections, water and wastewater.
- D. Records regarding equipment repairs and replacements.

2. Residential Meters. Residential 3/4 inch water meter sets made to a visible curb stop set near ground level will be made for a fee equal to the then current charge assessed for the District classification of customers established periodically by the City to recover associated operational, maintenance and improvements costs directly or indirectly related to operating the System. Non-standard residential water meter sets, including locating buried curb stops, will be made by the City for the charge established for the District classification of customers periodically by the City to recover associated operational, maintenance and improvements costs directly or indirectly related to operating the System.

3. Commercial Meters. Commercial meter tie-ins will be made by the City for a price quoted for each installation in accordance with the applicable specifications, the price to be equal to that charged for the District classification of customers periodically established by the City to recover associated operational, maintenance and improvements costs directly or indirectly related to operating the System..

4. Water Tap Inspections. Inspection of water taps and service lines will be made as necessary at

no cost to the District but subject to the fee established for the District classification of customers periodically by the City to recover associated inspection costs directly or indirectly related to providing such service to the System.

5. Sanitary Sewer Inspections. The City shall inspect each sanitary sewer connection to the District's system to assure compliance with the District's specifications and procedures when and as necessary, at no cost to the District but subject to the fee established for the District classification of customers periodically by the City to recover associated inspection costs directly or indirectly related to providing such service to the System.

6. Other Inspections. The City shall perform other inspections as requested or authorized by the District. Such inspections include, but are not limited to, grease traps, sample wells, cross connections or new facilities prior to acceptance by the District. The City may also participate in site inspections with contractors prior to the start of building activity to assist in verifying the condition of the District's system. All such other inspections shall be subject to such fees established for the District classification of customers periodically by the City to recover associated inspection costs directly or indirectly related to providing such service to the System.

ARTICLE VI. MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

1. Maintenance. The City shall provide all personnel, tools, spare parts, and equipment necessary to perform maintenance on the District's facilities and equipment. Maintenance shall include, but not be limited to, the following:

- A. Maintenance or replacement of pumps, motors, valves and other equipment of facilities.
- B. Calibration and servicing of instrumentation, control systems and other equipment.
- C. Other maintenance as necessary which requires special skills and/or tools, performed in conformance with equipment manufacturer's recommendations to maintain warranties and to extend the useful life of the equipment.

2. Repair. The City shall provide all personnel and equipment necessary to perform repairs on, and shall bear sole cost responsibility for repair of, meters, lines, facilities, equipment, collection and distribution systems including, but not limited to, service line leaks, leaks at water meters, water main breaks, repairs to valves and fire hydrants, manhole repairs, and sewer line repair and cleaning, as needed. The City shall not, however, bear cost responsibility for initial repair of any equipment or facilities identified by the City as in need of repair on the date of assumption of repair responsibility pursuant to the terms of this Agreement. The District will assign contractors' warranties to the City, and the City will cause repairs to be made under the terms of the warranty. Subsequent to acceptance of facilities by the City, the City shall be responsible for all repairs or replacement of same.

3. Replacement. The City shall use a reasonable degree of care with respect to replacement of equipment or facilities but shall not be responsible to the District for any guarantees or warranties offered by others in connection with such equipment or facilities.

4. Emergency Response. The City shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week, 365 days per year. Emergencies shall include, without limitation, water leaks, water line breaks, loss of water pressure, degradation of water quality occurring within the water supply system, and blockage in the sewage collection system. Additionally, the City shall undertake reasonable efforts to respond to requests by the District or its representatives or insistent residents.

5. Materials and Supplies. The cost of all materials and supplies used to provide services under this Agreement shall be borne solely by the City.

ARTICLE VII. PAYMENT

The City and the District agree that City's compensation for retail water and wastewater operation, maintenance and management services provided by the City, shall be satisfied from, and shall equal, the revenues collected by the City from the District's retail water and wastewater customers for retail water and wastewater service, excluding any amounts collected by the City on behalf of the District. All fees and charges assessed the District's retail water and wastewater customers by the City shall be set by the District to recover the costs of operating the District, operating and maintaining District facilities, obtaining wholesale water and sewer service, and fairly compensating the City for services provided under this Agreement with said compensation being established periodically by the City for the District classification of customers, in accordance with applicable law, to recover associated service costs directly or indirectly related to providing such service or services to the System. No additional charges, fees or the like shall be assessed against Developer or the District for such services.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

1. Responsibilities.

A. City Responsibilities. The City shall exercise a reasonable degree of care and diligence in the operation and maintenance of the System in conformity with applicable laws, rules and regulations.

B. District Responsibilities. The District represents that the System is in good working order, does not contain any known defective equipment or facilities, is suitable and adequate for the needs of its customers and that all of its facilities are, or shall be, built in accordance with local, state and federal regulations. The District shall provide:

- i. All utilities and plant facilities necessary to commence operation of the System in a manner required to meet applicable regulations.
- ii. A complete set of record drawings of the System and any other information necessary for the administration of the System.

2. Relationship of the District and the City. The City shall serve in the capacity of an independent contractor for the District during the period of this Agreement.

3. Insurance. The City shall at all times during the effectiveness of the Agreement maintain in full force and effect Liability and Worker's Compensation Insurance covering the City's performance under this Agreement. City may also provide evidence of self-insurance or other security to satisfy this

requirement. All insurance shall be provided by insurers licensed and approved to do an insurance business in the State of Texas, as applicable. Before commencement of work hereunder, the City agrees to furnish the District Certificates of Insurance or other self-insurance or security evidence satisfactory to the District to the effect that such insurance has been procured and is in force. The City shall carry insurance in amounts required elsewhere in this agreement, in amounts required by law and, at a minimum, in amounts necessary to cover liability up to the thresholds provided by the Texas Tort Claims Act

4. Indemnity. The City shall, to the extent authorized by law, indemnify and save harmless the District and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limitation, any claim and damages arising from strict liability imposed in the District by statute, regulations, or common law, and all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent acts of City, its agents or employees, in the execution or performance of this Agreement. The liability that is assumed by City under the terms of this Paragraph shall not exceed the sum of \$2,000,000.00, which sum is the amount of liability insurance coverage required to be carried by City pursuant to this Agreement, but only to the extent of such actual coverage provided to the City following occurrence of a covered claim.

5. Force Majeure. In the event that the City or the District is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that each party shall give written notice of such force majeure to the other party as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any inabilities so caused, but for no longer. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

6. Full Compensation. The compensation to be paid to the City herein is inclusive of any tax, assessment, or other charge which may be imposed upon the City by any governmental authority as a result of performing its obligations pursuant to this Agreement.

7. Applicable Law. Venue and jurisdiction of any suit, right or cause of action arising under, or in connection with this Agreement shall lie exclusively in Travis County, Texas.

8. Notice. Whenever the provisions of this Agreement require notice to be given, such notice shall be given in writing by certified or registered mail and addressed to the party for whom intended at its then address of record and such notice shall be deemed to have been given when the notice was then mailed.

9. Term of Agreement. This Agreement shall take effect when executed by the City and District and shall continue in force for three years after execution unless terminated earlier as provided in this Agreement. Unless either party gives written notice of its election to terminate this Agreement at least 180 days prior to the end of any three-year period, this Agreement shall automatically be renewed for an additional three-year period at the expiration of each period.

10. No Additional Waiver Implied. The failure of any party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of the Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

11. Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto or their successors and assigns.

12. Captions. The captions appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

13. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall be not affected thereby.

14. Construction of Agreement. The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

15. Other Instruments. The parties hereto covenant and agree that they shall take such further actions, and shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

16. Conflict Among Agreements. In the event a conflict is determined to exist between the terms and conditions of the Consent Agreement and this Agreement, the parties agree that the language of the Consent Agreement shall be controlling.

17. Termination. This Agreement shall be terminated at the time the land within the District has been annexed by the City of Pflugerville. Additionally, this Agreement may be terminated by the District if the City has failed to adequately operate and maintain the District's system pursuant to the terms and conditions of this Agreement; provided, however, that this right of termination may be enforced only after written notice has been given to the City of such failure and a reasonable opportunity is given to the City to cure the deficient performance, which in no event shall be less than ninety (90) days from the date of the notice.

18. Governmental Immunity. Notwithstanding any provision or requirement herein to the contrary, nothing in this Agreement shall be construed or deemed a waiver of the City's governmental immunity for any purpose, except as otherwise provided by law.

(remainder of page left intentionally blank; next page is signature page)

EXECUTED in multiple copies, each of which shall constitute an original, on the dates set forth below:

ATTEST:

CITY OF PFLUGERVILLE, TEXAS

By: _____

Its: _____

Date: _____

ATTEST:

LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5

By: _____

Its: _____

Date: _____

EXHIBIT G
SERVICE PLAN; ANNEXATION AREA

**TEXAS LOCAL GOVERNMENT CODE § 43.0672 SERVICE LIST AND SCHEDULE
FOR PROPOSED ANNEXATION BY THE CITY OF PFLUGERVILLE, IN TRAVIS
COUNTY, TEXAS**

This service list and schedule (“Service Plan”) defines the provision of services agreed to between the Landowner(s) of the Annexed Area, as hereinafter defined, and the City of Pflugerville, Texas (the “City”) establishing a program under which the City will provide municipal services to the area described on the attached Exhibit “A” (the “Annexed Area”), as required by § 43.0672 of the Texas Local Government Code.

Upon the effective date of the annexation, the City will provide the following municipal services to the Annexed Area at a level consistent with service levels provided to other similarly-situated areas within the City:

I.

A. Police Protection. The City provides police service within its City limits, including routine patrols through the City and law enforcement services upon call. Upon annexation, police protection will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density and characteristics. The City’s police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire Protection and Emergency Medical Service.

Travis County Emergency Services District No. 2 (TCESD #2) includes the City and the Annexed Area. TCESD #2 will continue to provide fire protection service to the Annexed Area after annexation.

The City fire marshal enforces the City fire code, investigates fires, and conducts fire prevention inspections within the City limits, and will provide these services within the Annexed Area upon annexation.

The City provides Emergency Medical Transport Services through an interlocal agreement with Travis County, Texas. Upon annexation, transport services will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density and characteristics. Emergency Medical First Responder Services are provided by TCESD #2, and TCESD #2 will continue to provide such services to the Annexed Area after annexation.

II.

Upon annexation, the City will provide the following municipal services to the Annexed Area on the same basis as it provides such services to other similarly situated areas of the City:

A. Solid Waste Collection. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and various private refuse collection companies. The residential solid waste collection services include garbage collection, recycling, bulky item collection and brush collection or chipping. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Annexed Area requesting the service after the date of annexation, provided that a privately owned solid waste management service provider (“POSWMSP”) is unavailable. In the event that the Annexed Area is already receiving service, or desires to receive service from a POSWMSP, the City may not prohibit solid waste collection by the POSWMSP, nor may the City offer solid waste collection services for a period of two years following the effective date of the annexation unless a POSWMSP is or becomes unavailable, as established by Texas Local Government Code § 43.0661. If a landowner uses the services of a POSWMSP or services are available from a POSWMSP during the two years following annexation, the City will not provide solid waste collection services to that landowner.

B. Maintenance. Routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area upon the effective date of annexation:

Water and wastewater facilities that are not within the service area of another water or wastewater utility. These facilities will include all internal water and wastewater distribution and collection lines owned by the City that are within the Annexed Area. The City maintains distribution and collection lines and handles all customer billing, service calls and complaints.

Public streets and right-of-ways. The City provides street repairs, improvements, inspections, street lighting and traffic control devices. This City does not maintain private streets or private right-of-ways or other public owned streets under the ownership and control of another public entity.

Publicly owned parks, playgrounds, and swimming pools. The City will maintain and operate City-owned land and facilities within the Annexed Area.

Other public easement, facilities or buildings, including drainage facilities, such as drainage channels, storm sewers and detention ponds contained within dedicated public easements not under the ownership and control of another public entity. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed. The City will periodically inspect facilities and perform maintenance on facilities in the Annexed Area as necessary to ensure continued functionality of the facilities through the year. Any unacceptable conditions that exist in the drainage areas and are reported to the City of Pflugerville between scheduled inspections will be evaluated and resolved as necessary. A

maintenance schedule for these areas can be obtained from the Public Works and Parks and Recreation Departments.

C. Development Regulation. The City will impose and enforce zoning, subdivision development, site development and building code regulations within the Annexed Area upon the effective date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards.

D. Other Services. City recreational facilities, including parks and library, will be available for use by landowners or residents of the Annexed Area on the same basis as those facilities are available to current City landowners and residents. City residents receive program preference for some City programs. Other City services including Animal Control, Code Enforcement, Municipal Court and General Administration services will be also be available to landowners and residents in the Annexed Area on the same basis those facilities are available to current City landowners and residents. All other services contemplated herein will be available upon the effective date of annexation.

III.

A. Capital Improvements. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as amended, which are incorporated herein by reference.

B. Water and Wastewater Service. For portions of the Annexed Area within the certificated service areas of the City, water and wastewater service to such areas will be subject to service extension regulations and policies provided in the City's Unified Development Code, as amended.

The portions of the Annexed Area that are currently within the certificated service areas of other water and wastewater utilities will continue to receive water and wastewater utility services from such utility providers after annexation, unless subsequent agreements are entered into between the City and the other utility providers.

IV.

A. In accordance with Texas Local Government Code § 43.0672(c), no other services are contemplated by this Service Plan and a schedule for future services as contemplated by Texas Local Government Code § 43.0672(b) is not applicable as all services identified herein will be provided upon the effective date of annexation.

EXHIBIT A TO THIS EXHIBIT G

Annexation Area Legal Description

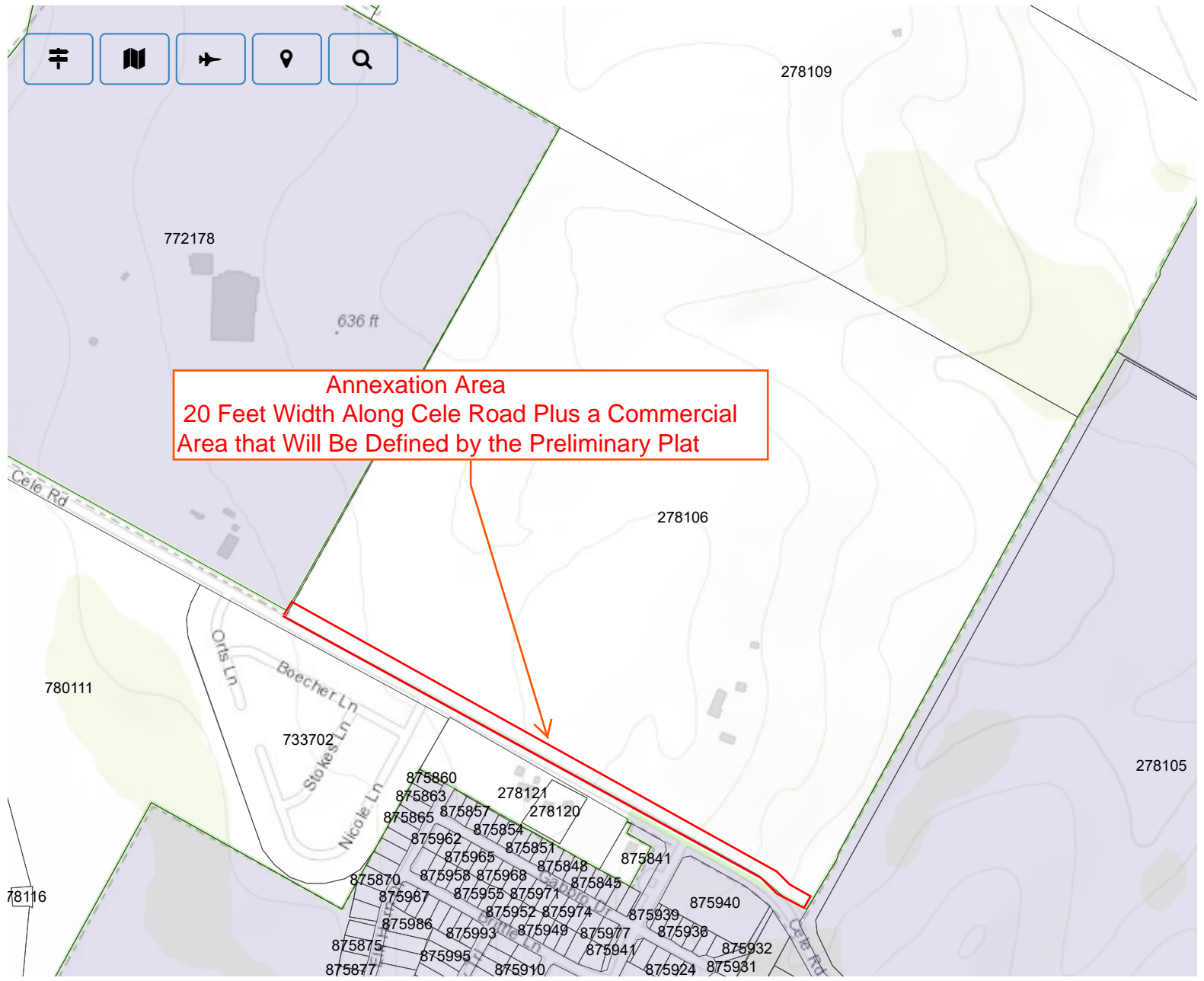


EXHIBIT H

Post Annexation Surcharge Formula

The following calculation is intended to allow the City to collect sufficient funds for payment of the debt service remaining on the District's Bonds at the time of annexation, as authorized by Section 54.016(h), Texas Water Code. After annexation, the water and wastewater rates charged to customers receiving water and sewer services at properties that were within the territorial boundary of the District at the time of annexation may vary from the water and wastewater rates charged to customers receiving services at other properties within the City in order to compensate the City for the assumption of the debt on the District's Bonds. These water and wastewater rates will be reflected as a post annexation surcharge on the customers' monthly utility bills and will be stated as a percentage of the water and sewer rates of the City. The amount of the post-annexation surcharge and the percentage of the City's water and wastewater rates will vary as the City's rates are amended, but in no event will the rates of customers charged the post annexation surcharge exceed 125% of the water and wastewater rates charged to other customers within the City who are not otherwise subject to a post-annexation surcharge.

FORMULA FOR SURCHARGE CALCULATION:

$$1. \quad A = \frac{P \times I}{1 - ((1 + I)^{-n})}$$

$$2. \quad S = \frac{A}{12 \times \text{ESFCs}}$$

where:

A = total annual post annexation surcharge

P = principal outstanding on the District's Bonds, less any reduction provided for by Note 1, below

I = average annual effective interest rate on the District's outstanding Bonds

n = years remaining in debt retirement period

ESFCs = total number of equivalent single-family customer connections within the territorial boundary of the District

S = monthly post annexation surcharge per equivalent single family connection, but in no event will S exceed 125% of the water and sewer rates charged to other customers within the City

Note 1: P will be reduced by the amount of District funds transferred to the City at the time of annexation or received by the City after annexation, including any debt service taxes paid to the City for the year of annexation as provided in this Agreement.

Note 2: For purposes of illustration, the following are examples of the application of the formula set forth above and the calculation of the post annexation surcharge under this Exhibit based on certain assumptions:

Example 1:

Principal Remaining: \$3,000,000 Interest Rate: 4.5 %

Remaining Term of bonds: 15 years

Equivalent Single-Family Connections: 1,183 Monthly Surcharge: \$19.68

Example 2:

Principal Remaining: \$5,000,000 Interest Rate: 6.25 %

Remaining Term of bonds: 15 years

Equivalent Single-Family Connections: 2,500 Monthly Surcharge: \$17.44

Example 3:

Principal Remaining: \$1,000,000 Interest Rate: 6.25 %

Remaining Term of bonds: 5 years

Equivalent Single-Family Connections: 3,168 Monthly Surcharge: \$6.29

EXHIBIT I

VINE CREEK LIFT STATION AGREEMENT

VINE CREEK WASTEWATER FACILITIES COST SHARING, ALLOCATION/RESERVATION AND ESCROW AGREEMENT

This Vine Creek Wastewater Facilities Cost Sharing, Capacity Allocation/Reservation and Escrow Agreement (this "Agreement") is made by and between the City of Pflugerville, Texas, a Texas home-rule city ("City"), Midtex Partners, Ltd., a Texas limited partnership ("Midtex"), and Rowe Lane Development, Ltd., a Texas limited partnership ("Rowe Lane"), and Independence Title Company (the "Escrow Agent"). Midtex and Rowe Lane are sometimes individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

RECITALS

A. Midtex and Rowe Lane (each, including any permitted assign, individually, a "Development Entity" and, collectively the "Development Entities") have reached a mutual understanding and agreement on the terms and conditions upon which they will share in the costs relating to the permitting, designing, engineering, and construction of wastewater force main and lift station improvements that will provide various capacities of wastewater service to the Properties (defined below). Additionally, Midtex has agreed to oversize, or allow Rowe Lane to oversize, components of the wastewater collection system within the Vine Creek Subdivision at the request and expense of Rowe Lane.

B. The City joins in the execution and performance of this Agreement for the purposes of agreeing to: (i) evaluate the design, plans and specifications and inspect construction of the Improvements (defined below), and approve the same in accordance with the City's regulations as and when appropriate; and (ii) reserve the availability of future wastewater capacity and service created by the construction of the Improvements in and through the Improvements for the benefit of the Development Entities and the Properties as set forth herein.

C. Midtex owns the property described on Exhibit A-1, to be developed as the Vine Creek Subdivision (the "Midtex Property"), and Robert Tiemann and Carrie Tiemann, affiliates of Rowe Lane, own the property described on Exhibit A-2 and hold an option to purchase the property described on Exhibit A-3 (collectively, the "Rowe Lane Property"), each, generally, a "Property" and, collectively, the "Properties".

D. The City and the Development Entities desire to reduce their mutual understanding to a formal agreement as follows:

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Parties, and the Escrow Agent agree as follows:

Article I
Construction of Improvements

1.1 The Parties find that all of the recitals above are true and correct and are incorporated herein as if restated in full.

1.2 The Development Entities hereby designate Midtex, or its designee, as the initial “Project Manager” for the Project (defined below). The Project Manager agrees to oversee the permitting, engineering, design and construction of: (a) a wastewater lift station (the “Vine Creek Lift Station”) and wastewater force main (the “Force Main”) connecting the Vine Creek Lift Station to the City’s gravity wastewater manhole located near the intersection of Weiss Lane and Cele Road, both as described and depicted in the Vine Creek Force Main Construction Plans dated 4-23-2018 (collectively, referred to herein as the “Improvements”); and (b) an oversized wastewater collection system within portions of the Vine Creek Subdivision, as generally described and depicted on Exhibit B attached hereto and made a part hereof for all purposes (each line, an “Oversized Line”, and collectively, the “Oversized Lines”, and together with the Improvements, the “Project”). The Project shall be designed by ALM Engineering, Inc. (the “Engineer”). The City shall work in a timely fashion, in accordance with the City’s standard processes and regulations, with its staff, any of the City’s third-party engineer, and the Development Entities in the review and approval of the permitting and design of the Project. The Development Entities agree to submit to the City final design plans and associated specifications (collectively, the “Plans”) for the Improvements and the Oversized Lines, either together or separately, that have been approved by the Engineer. The City agrees to submit the Plans to the City’s third-party engineer upon receipt and to provide review comments or approve the Plans within five (5) days of the completion of the review of the Plans by the City’s third-party engineer. The Improvements and the Oversized Lines are more particularly described on the initial preliminary budget and engineer’s opinion of probable cost prepared by the Engineer, which is attached hereto as Exhibit C and made a part hereof for all purposes (the “Preliminary Budget & Opinion of Probable Cost”). The Development Entities will collectively approve the Plans as provided for below. The Project Manager shall manage the construction of the Project, which shall comply with the Plans and applicable City regulations, in consultation with the other Party.

1.3 The Vine Creek Lift Station will be constructed on a site to be dedicated to the City at no cost by Midtex, as more particularly described on Exhibit D attached hereto and made a part hereof for all purposes.

1.4 The Vine Creek Lift Station will have a capacity of 1,200 wastewater Living Unit Equivalents (“LUEs”) in accordance with the City of Pflugerville Engineering Design Manual (Adopted 2/24/2015), which shall be designated for the exclusive use of each Development Entity for its Property as set forth in the Reserved Wastewater Capacity and Ownership, Cost Sharing Percentages and Share of Cost Based on Preliminary Budget, which is attached hereto as Exhibit E and made a part hereof for all purposes (the “Cost Sharing Exhibit”). For the purposes of this Agreement, the flow rate for a wastewater LUE shall be 270 gallons per day. The Oversized Lines shall be designated for the exclusive use of each Development Entity for its portion of the Properties as set forth in the Cost Sharing Exhibit.

1.5 The Project Manager shall oversee all aspects of the design, permitting and construction of the Project, subject to the review and approval of the Plans by the Development Entities, not to be unreasonably conditioned, withheld or delayed, and subject to the review and approval of the Plans by the City and the inspection during construction of the Improvements and each of the Oversized Lines by the City. The Development Entities agree to review and make written comment and/or approve the Plans within 15 days of receipt. The City's review, comment and approval of the Plans will be in accordance with Section 1.2 above. Upon receipt of written comments on the Plans from the Development Entities and the City, the Project Manager will cause the Plans to be completed. In the event a Development Entity fails to respond within said 15 days, the Plans will be deemed approved by such Development Entity.

1.6 Upon receipt of written notice of approval of the Plans for the Improvements or the Oversized Lines, or portion thereof, by the City, the Engineer, with the advice and consultation of the Project Manager, will advertise such Plans for bids in a manner consistent with the state laws and Texas Commission on Environmental Quality regulations for a municipal utility district (a "MUD") and will timely contract for construction of the Improvements or Oversized Lines, or portion thereof, as applicable, in a manner consistent with the state laws and Texas Commission on Environmental Quality regulations for a MUD. The City agrees to timely inspect and approve the construction of the Improvements and the Oversized Lines, in accordance with and subject to all applicable City regulations and processes. Upon completion, bonding, dedication and acceptance of the Improvements and the Oversized Lines, the City agrees to own, operate and maintain the Improvements and the Oversized Lines as part of its wastewater system and, subject to the terms of this Agreement and applicable City regulations, to reserve in the Improvements and the Oversized Lines and provide on demand wastewater service to the Development Entities and the Properties in amounts as provided for the Cost Sharing Exhibit. Nothing herein shall modify the City's requirement that each Development Entity submit and obtain approvals of proposed development of its Property, as provided in the City's Subdivision and Zoning Ordinances or any development agreement(s) concerning such Property, including the payment of applicable fees.

1.7 In the event that Rowe Lane determines and provides written notice to Midtex that it will require the use of any portion of the Oversized Lines prior to the time that Midtex constructs the corresponding section of the Vine Creek Subdivision, Midtex agrees that Rowe Lane may design, permit and construct the required portion of the Oversized Lines pursuant to the Plans therefor in locations materially consistent with the approved preliminary plan for the Vine Creek Subdivision. In such event, Rowe Lane will become the "Project Manager" to manage the design, permitting and construction of such portion of the Oversized Lines in consultation with Midtex, who will be a non-managing Party with respect to such portion of the Oversized Lines in accordance with the applicable provisions of this Agreement. Midtex shall have discretion to require the installation of risers for connecting single-family lots within the Vine Creek Subdivision to an Oversized Line and shall provide timely written notice of such election to Rowe Lane in the event Rowe Lane is the Project Manager for such Oversized Line. Each Party shall pay their share of the cost for the Oversized Lines as set forth in Articles II and VII; provided, however, except for the cost of risers installed at the direction of Midtex, which shall be paid entirely by Midtex, Midtex's share of the cost of an Oversized Line constructed by Rowe Lane shall not be due and payable until Midtex installs a wastewater connection into the line. Within

fifteen (15) days after receipt of written notice of commencement of construction for an Oversized Line by Rowe Lane, which notice will include the cost of any risers requested by Midtex and reasonable support documentation, Midtex shall deliver payment for the cost of such risers to Rowe Lane. Upon completion of construction of a portion of the Oversized Lines for which Rowe Lane serves as the Project Manager pursuant to this provision, Rowe Lane shall, to the extent assignable, assign to Midtex on a non-exclusive basis, as the owner of the land on which the portion of the Oversized Lines have been installed, all of the warranties, representations, indemnities, guaranties and other rights (but not the obligations) of Rowe Lane under all contracts with manufacturers, suppliers, contractors, consultants and engineers that performed the work or provided the materials in connection with such Oversized Lines.

1.8 During the course of construction of the Project, and except as otherwise set forth in Section 1.7 above, the Project Manager may request and obtain disbursement of the Escrowed Funds (as defined below) from time to time as set forth in Article VII below.

Article II Payment for the Improvements and the Oversized Lines

2.1 The costs and expenses of the design, permitting and construction of the Improvements will be shared by the Development Entities in proportion to each Development Entity's Cost Sharing Percentage, as set forth in the Cost Sharing Exhibit. Each Development Entity's Cost Sharing Percentage is based on the number of LUEs such Development Entity's Property is allocated out of the total number of LUEs of capacity of the Improvements. Subject to the terms of Section 2.2 below, not later than thirty (30) days after this Agreement is fully executed, each Development Entity will fund by direct payment to the Project Manager its proportionate share of the Soft Costs (that have not been previously paid), as set forth in the Preliminary Budget & Opinion of Probable Cost, for use by the Project Manager to fund the cost of designing and permitting the Improvements. Except as provided in Section 1.7 above, the remaining portion of each Development Entity's share of the costs of the construction of the Improvements and the construction of the Oversized Lines shall be funded pursuant to the escrow provisions of Article VII below.

2.2 The total preliminary budget for the Improvements ("Preliminary Budget") is \$1,807,000, as detailed in the Cost Sharing Exhibit. In the event the final cost of the Improvements is less than the Preliminary Budget, the construction of the Improvements shall proceed and each Development Entity will share in any savings in proportion to its Cost Sharing Percentage. In the event the winning bid amount (*i.e.*, lowest bid by a qualified contractor, as reasonably determined by the Project Manager in consultation with the Engineer) for construction of the Improvements exceeds the Preliminary Budget, but is not more than one hundred forty-nine percent (149%) of the Preliminary Budget, the construction of the Improvements shall proceed and each Development Entity will fund the project in proportion to its Cost Sharing Percentage. However, in the event that such winning bid amount for construction of the Improvements exceeds the Preliminary Budget by more than one hundred forty-nine percent (149%), prior to awarding the contract for the construction of the Improvements, the Project Manager shall deliver written notice to the Development Entities and obtain their consent to proceed, which consent may be withheld by either Development Entity, in its sole discretion. Unless otherwise agreed by the Development

Entities, if a Development Entity fails to consent to the winning bid amount that is greater than one hundred forty-nine percent (149%) of the Preliminary Budget within fifteen (15) days after receipt of the written notice from the Project Manager, this Agreement shall automatically terminate, thereby releasing the Parties from any and all, rights, obligations, and claims under this Agreement. Thereafter, the City agrees that Midtex shall have the option to proceed with designing, permitting constructing a variation of the Improvements sized only for service to the Vine Creek Subdivision, which agreement of the City shall survive termination of this Agreement.

2.3 Upon payment of the final invoice(s) to the contractor(s) for the Improvements and Oversized Lines, the Project Manager shall certify to the Development Entities the actual final total cost of each of the Improvements and the Oversized Lines (including engineering, design and permitting expenses).

2.4 The cost of the Improvements (including any permitting, engineering, design, review and inspection fees charged by the City, which shall include, without limitation, the City's third-party engineering review that will be invoiced at cost to the Project Manager and paid within thirty (30) days' receipt of the same) to be paid by the Development Entities to fund the permitting, engineering, design, and construction of the Improvements are in addition to, and not in lieu of, all other fees, charges and amounts, including but not limited to water and wastewater impact and tap fees, payable to the City by the Development Entities for or with respect to development of the Properties. In addition, each of the Development Entities shall be responsible for all costs related to the connection of the development on its Property to the Vine Creek Lift Station.

Article III

Allocation of LUEs in the Improvements and the Oversized Lines

3.1 (a) The City and the Development Entities acknowledge and agree that the Improvements shall be constructed to accommodate 1,200 LUEs of wastewater capacity.

(b) The City and the Development Entities acknowledge and agree that the Oversized Lines shall be constructed with sufficient capacity for the Vine Creek Subdivision and such additional capacity as Rowe Lane may specify in writing for service to the Rowe Lane Property, or portion thereof, or the property described in the Amended and Restated Comprehensive Development Agreement (Lakeside MUD No. 5) between the City and Rowe Lane.

3.2 The City and the Development Entities acknowledge and agree that: (a) the Improvements and the Oversized Lines are being funded and paid for exclusively by the Development Entities as necessary to provide service to the Properties; and (b) subject to the requirements of Section 7.2 below, each Development Entity may assign its "Reserved Wastewater Capacity" in the Improvements and the Oversized Lines, as set forth in the Cost Sharing Exhibit, but only to the extent such Reserved Wastewater Capacity has been paid for by such Development Entity as set forth in this Agreement. Each Development Entity may enforce its rights to its Reserved Wastewater Capacity under this Agreement to the extent that such capacity is actually created through the construction of the Improvements and the Oversized Lines and this Section 3.2 by action against the City for injunction.

3.3 (a) The City and the Development Entities acknowledge and agree that all of the wastewater flow capacity in the Improvements is allocated and reserved to the Development Entities in accordance with the allocations provided in the Cost Sharing Exhibit.

(b) The City and the Development Entities acknowledge and agree that all of the wastewater flow capacity in the Oversized Lines is allocated and reserved to the Development Entities in accordance with the allocations provided in the Cost Sharing Exhibit.

Article IV
Representations and Warranties

4.1 Each Development Entity represents and warrants to the City and the other Development Entity that it is duly formed, validly existing and authorized to do business in the State of Texas, that all necessary corporate or partnership action has been taken to enter into this Agreement, and that this Agreement is a valid and binding agreement of the Development Entity, enforceable in accordance with its terms.

4.2 The City represents and warrants to the Development Entities that the execution of this Agreement has been approved by the City Council of the City and is a valid and binding agreement of the City, enforceable in accordance with its terms.

4.3 The Development Entities have or will obtain and will grant and convey temporary construction easements and permanent utility easements, in the form attached as **Exhibit F** or as otherwise required by the City, as determined by the City to be necessary and useful for the installation, construction, operation and maintenance of the Improvements and/or the Oversized Lines. The City shall not be responsible for the acquisition of any permanent or temporary easements or other real property necessary for the installation or construction of the Improvements or the Oversized Lines.

Article V
Notice

5.1 All notices hereunder shall be in writing and shall be deemed to have been properly delivered (i) as of the time of delivery if personally delivered, (ii) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, (iii) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid, or (iv) as of the time received if sent by facsimile transmission with confirmation of receipt, provided that any facsimile transmission sent after 5:00 P.M. Austin, Texas time will be deemed received on the next business day. Such notice shall be given to the Development Entities, the Project Manager and the City at the following addresses:

ALM Engineering, Inc.
Attn: Matt Mitchell, P.E.
1705 S Capital of Texas Hwy, Ste. 150
Austin, Texas 78746

Midtex Partners, Ltd.
Attn: Rick Jenkins
1406 Camp Craft Rd., Ste. 100
Austin, Texas 78746

Email: almeng@sbcglobal.net

Email: rick.jenkins@bhhstxrealty.com

Rowe Lane Development, Ltd.
Attn: Rob Tiemann
4421 Rowe Lane
Pflugerville, Texas 78660
Email: rtiemann@tlcdevelopment.com

City of Pflugerville
Attn: Sereniah Breland, City Manager
100 East Main St, Ste. 100
Pflugerville, Texas 78691
Email: citymanager@pflugervilletx.gov

Independence Title Company
Attn: Gay Heavilin
5900 Shepherd Mountain Cove
Building II, Suite 200
Austin, Texas 78730
Email: gheavilin@independencetitle.com

A party may change the address at which the party shall receive notice pursuant to this Agreement by giving written notice of such new address in the same manner as any other notice shall be given in accordance with this Section 5.1.

Article VI Supporting Transactions

6.1 Terminable Easements. At the request of Rowe Lane, from time to time, during the term of this Agreement, Midtex agrees to grant Rowe Lane one or more wastewater line easements, in form reasonably acceptable to Midtex and containing customary insurance and indemnity provisions, within the Vine Creek Subdivision corresponding to the route of the Oversized Lines and materially consistent with the approved preliminary plan for the Vine Creek Subdivision. The easements shall be in a form required by the City, if any, and reasonably acceptable to Midtex and Rowe Lane, and shall be used solely in the event that Rowe Lane needs to construct an Oversized Line prior the construction of the corresponding section of the Vine Creek Subdivision. Each easement shall automatically terminate in whole or in part upon the recording of a final plat that includes the land subject to the easement.

6.2 Land Transaction.

(a) Midtex agrees to sell, and Rowe Lane agrees to purchase, the area of land that is shown as Lots 104-109, Block A, Phase 8, Vine Creek Subdivision on the attached **Exhibits G and G-1** (the "Lots") pursuant to a separate agreement which shall be executed by Midtex and Rowe Lane contemporaneously with this Agreement.

(b) The City agrees to allow construction of the Oversized Lines as necessary within the area of the Lots at any time before or after the final plat for Phase 8 of the Vine Creek Subdivision is recorded.

6.3 Offsite Wastewater Easement. In connection with the construction and installation of the Project, the Development Entities will purchase a permanent wastewater easement of

approximately 0.866 acres in size (the “Wastewater Easement”) over and across the length of the portion of the 135.1 acre tract, more or less, owned by the Pflugerville Independent School District, said 135.1 acre tract being described by metes and bounds in the instrument recorded under Document No. 2008092209, Official Public Records of Travis County, Texas, fronting on the Cele Road right-of-way. The Development Entities anticipate that the total cost of the Wastewater Easement will be approximately \$20,025, which amount is not reflected in the Preliminary Budget & Opinion of Probable Cost (the actual, total cost of such Wastewater Easement, the “Wastewater Easement Cost”). Each of the Development Entities covenants and agrees to pay an amount equal to the product of the Wastewater Easement Cost, multiplied by such Development Entity’s Cost Sharing Percentage, directly to the Pflugerville Independent School District or its designee within fifteen (15) days after receipt of written notice from the Project Manager containing a statement of the Wastewater Easement Cost and the name and address of the payee to which payment is to be made; provided, however, that in the event the Midtex pays the entirety of the Wastewater Easement Cost prior to the effective date of this Agreement as a condition of permitting of the Project, or any portion thereof, then the other Development Entities will reimburse Midtex after the effective date of this Agreement and upon receipt of written notice as set forth above.

Article VII
Escrow Provisions

7.1 Deposit of Escrowed Funds.

(a) Upon the Project Manager’s award of contract for the Improvements pursuant to Sections 1.6 and 2.2 above and delivery of written notice of same to the Development Entities (the date of delivery of such notice, the “Improvements Date of Award”), each Development Entity shall deliver funds to the Escrow Agent as follows: (i) within fifteen (15) days after the Improvements Date of Award, an amount equal to the product of the winning bid amount, multiplied by one hundred ten percent (110%), multiplied by such Development Entity’s Cost Sharing Percentage, multiplied by thirty-three percent (33%); (ii) within sixty (60) days after the date of the Project Manager’s pre-construction conference for the Improvements with City staff (the “Pre-Construction Conference”), an amount equal to the product of the winning bid amount, multiplied by one hundred ten percent (110%), multiplied by such Development Entity’s Cost Sharing Percentage, multiplied by thirty-three percent (33%); and (iii) within one hundred twenty (120) days after the Pre-Construction Conference, an amount equal to the product of the winning bid amount, multiplied by one hundred ten percent (110%), multiplied by such Development Entity’s Cost Sharing Percentage, multiplied by thirty-four percent (34%) (collectively, the “Escrowed Improvements Funds”). The Development Entities hereby instruct the Escrow Agent to hold such Escrowed Improvements Funds in escrow in accordance with the terms of this Agreement.

(b) Only in the event that Midtex is the Project Manager with respect to one or more Oversized Lines, which would be constructed on a phase-by-phase basis as set forth on the Preliminary Budget & Opinion of Probable Cost, separate and apart from the Escrowed Improvements Funds, within fifteen (15) days after the Project Manager’s award of contract for the Oversized Line(s) pursuant to Sections 1.6 and 2.2 above and delivery of written notice of same to the Development Entities: (i) Midtex shall deliver funds to the Escrow Agent in an amount equal to the product of the winning bid amount, multiplied by one hundred ten percent (110%),

multiplied by the “Base Cost” (as defined in the Preliminary Budget & Opinion of Probable Cost) of such Oversized Line(s); and (ii) Rowe Lane shall deliver funds to the Escrow Agent in an amount equal to the product of the winning bid amount, multiplied by one hundred ten percent (110%), multiplied by the “Oversize Cost” (as defined in the Preliminary Budget & Opinion of Probable Cost) of such Oversized Line(s) (collectively, the “Escrowed Oversized Lines Funds”). The Development Entities hereby instruct the Escrow Agent to hold such Escrowed Oversized Lines Funds in escrow in accordance with the terms of this Agreement.

(c) The Escrowed Improvements Funds and the Escrowed Oversized Lines Funds are sometimes collectively referred to herein as the “Escrowed Funds”. Subject to the terms and provisions of this Agreement, Escrow Agent shall receive, hold in escrow, and release and disburse the Escrowed Funds as provided in this Agreement.

(d) A Development Entity’s failure to timely deposit Escrowed Funds in accordance with this Section 7.1 or Section 7.2 below shall be deemed a default under this Agreement and, in addition to all remedies available the non-defaulting Development Entity(s) under this Agreement, a non-defaulting Development Entity may deposit such defaulting Development Entity’s share of the Escrowed Funds (as “Default Advance”) and (i) any such Default Advance shall be the financial obligation of the defaulting Development Entity to the Development Entity that made the Default Advance, and (ii) such Default Advance shall accrue interest in accordance with Section 8.1 below.

7.2 Additional Funds. Within ten (10) business days following receipt of written notice from the Project Manager of any shortfall in the Escrowed Improvements Funds for the Improvements or the Escrowed Oversized Lines Funds for the Oversized Line(s) with respect to which Midtex is the Project Manager, and from time to time thereafter as necessary, the Development Entities shall deposit into escrow with the Escrow Agent such additional amounts as are necessary to keep the total amount of the Escrowed Improvements Funds for the Improvements or the Escrowed Oversized Lines Funds for the Oversized Line(s), as applicable, held by the Escrow Agent equal to one hundred ten percent (110%) of each Development Entity’s respective Cost Sharing Percentage, as to the Improvements, or the Base Cost or Oversize Cost, as applicable, as to the Oversized Line(s). The Project Manager will provide the Development Entities reasonable advance notice and documentation supporting the cause of such additional costs.

7.3 Investment of Escrowed Funds. The Escrow Agent shall invest the Escrowed Funds in a non-interest bearing depository account with any bank or financial institution approved by the Parties, which approval will not be unreasonably withheld, conditioned, or delayed. The Escrow Agent may, in order to comply with the provisions of this Agreement, cause the liquidation prior to their maturity of obligations in which the Escrowed Funds have been invested, and the Escrow Agent shall not be liable for any loss or penalty of any nature resulting therefrom.

7.4 Disbursement of Escrowed Funds. From time to time as construction of the Project progresses and until final completion of the Project, but not more often than monthly, the Project Manager may submit to the Escrow Agent (with a copy to the other Development Entities) a written request (each, a “Draw Request”) to disburse a portion of the Escrowed Improvements Funds to pay for the cost of constructing the Improvements, and/or a portion of the Escrowed Oversized Lines Funds to pay for the cost of constructing the Oversized Lines. Each Draw Request

shall designate the portion of the Project to which it pertains. Each Draw Request shall be signed by the Project Manager and the Engineer confirming that the work for which payment is requested has been completed, the percentage of work completed and the costs of performing such work in the amount of the funds requested to be drawn have in fact been incurred; and certifying that all persons performing such work or providing materials in connection with the Project have been paid to the date of such Draw Request or will be paid to the date of such Draw Request out of such Draw Request. Each Draw Request shall also be accompanied with a properly executed "Contractor's Affidavit and Waiver of Lien" in form reasonably acceptable to Midtex (the "Contractor's Affidavit"), together with a sworn certificate executed by the respective contractor having performed the construction work for which disbursement is sought listing all persons or companies having furnished labor, materials or supplies in connection with the performance of such construction work. The Contractor's Affidavit shall be dated and effective as of a date that is on or after the date of the contractor's invoice for payment for such construction work. Unless the Escrow Agent receives contrary written instructions from the other Development Entities within ten (10) days after receipt of the Draw Request (a "Draw Request Challenge Notice"), the Escrow Agent is authorized to disburse to the Project Manager the amount shown on such Draw Request. If a Draw Request Challenge Notice is given, the Escrow Agent shall withhold the portion of the required disbursement specified in such Draw Request Challenge Notice until the Parties deliver a joint notice to the Escrow Agent that the dispute has been resolved, authorizing disbursement as set forth in such joint notice. The Escrow Agent shall be entitled to interplead into a court of competent jurisdiction in Travis County, Texas, the amount of any requested disbursement with respect to which any dispute exists. Upon approval or deemed approval of a Draw Request, the Escrow Agent shall disburse the amount reflected in the Draw Request attributable to any portion of the Project which is not objected to in a Draw Request Challenge Notice.

7.5 Final Disbursements. Upon (i) full and final completion of each separately bid portion of the Improvements portion of the Project and the Oversized Lines portion of the Project for which Midtex serves as the Project Manager, (ii) submittal of a final lien waiver and "all bills paid" affidavit from each contractor performing the applicable Improvements and/or Oversized Lines portion of the Project, (iii) issuance of a completion certificate by the Engineer or general contractor performing the applicable Improvements and/or Oversized Lines portion of the Project setting forth the final completion date ("Completion Certificate"), and (iv) acceptance of the applicable Improvements and/or Oversized Lines portion of the Project by the City, the Project Manager shall submit a final Draw Request together with copies of the final lien waivers, Completion Certificate, and evidence of acceptance by the City to the Escrow Agent and other Development Entities for review and approval. The same timing and approval process as set out for periodic Draw Requests in Section 7.3 shall apply to each final Draw Request, except that, provided the Completion Certificate indicates that more than thirty (30) days have passed since completion, all of the Draw Request and all of the retainage shall be disbursed to the Project Manager from the Escrowed Improvements Funds and/or Escrowed Oversized Lines Funds, respectively (each such disbursement being referred to as a "Final Disbursement").

7.6 Disbursement of Remaining Escrowed Improvements Funds. After final completion of the Improvements portion of the Project and last Final Disbursement therefor, if more than one, all remaining Escrowed Improvements Funds held by Escrow Agent shall be disbursed by the Escrow Agent to each Development Entity an amount equal to the product of the

remaining Escrowed Improvements Funds, multiplied by such Development Entity's Cost Sharing Percentage.

7.7 Disbursement of Remaining Escrowed Oversized Lines Funds. After final completion of all Oversized Lines portions of the Project for which Midtex serves as the Project Manager, and the last Final Disbursement therefor, all remaining Escrowed Oversized Lines Funds held by Escrow Agent shall be disbursed by the Escrow Agent to each Development Entity in an amount equal to the difference of the amount of Oversized Lines Funds deposited into escrow by the Development Entity, minus the amount of such Oversized Lines Funds disbursed by the Escrow Agent pursuant to the terms and conditions of this Agreement.

7.8 Responsibilities of Escrow Agent. The Escrow Agent shall be responsible only to the Parties to this Agreement and to no other person, firm, corporation or other entity. The Escrow Agent's sole responsibilities hereunder shall be for the safekeeping and investment of the Escrowed Funds and the disbursement of the Escrowed Funds in accordance with the terms of this Agreement. The Escrow Agent shall not be required to take any other action with reference to any matter which may arise in connection with the Improvements, the Oversized Lines, the Escrowed Funds, or this Agreement. Escrow Agent shall not be liable to any person for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless the Escrow Agent is guilty of gross negligence or willful malfeasance. The Escrow Agent has no duty to determine or inquire with respect to any performance or failure of performance by the Parties. The Escrow Agent shall be protected in acting upon certificates of the Parties and any written notice, request, waiver, consent, receipt, authorization, power of attorney or other document or paper which the Escrow Agent in good faith believes to be genuine and what it purports to be. The Escrow Agent is acting hereunder as a depository and disbursing agent only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness, or validity of the subject matter of this Agreement. However, the Escrow Agent may consult with legal counsel of its own choosing in the event of any disagreement, controversy, question, or doubt as to the construction of any of the provisions hereof or its duties hereunder.

7.9 Indemnity of Escrow Agent. THE DEVELOPMENT ENTITIES SEVERALLY AND NOT JOINTLY AGREE TO INDEMNIFY ESCROW AGENT, ITS PARTNERS, EMPLOYEES, AGENTS AND COUNSEL (EACH HEREIN CALLED AN "INDEMNIFIED PARTY") AGAINST, AND HOLD EACH INDEMNIFIED PARTY HARMLESS FROM, ANY AND ALL LOSSES, COSTS, DAMAGES, EXPENSES, CLAIMS AND ATTORNEYS' FEE, INCLUDING BUT NOT LIMITED TO COSTS OF INVESTIGATION, SUFFERED IN OR INCURRED BY AN INDEMNIFIED PARTY IN CONNECTION WITH OR ARISING FROM OR OUT OF THIS AGREEMENT, EXCEPT SUCH ACTS OR OMISSIONS AS MAY RESULT FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF SUCH INDEMNIFIED PARTY.

7.10 Controversies. If any disagreement should arise between or among the Parties and/or Escrow Agent or any other Party with respect to the Escrowed Funds or this Agreement, or if Escrow Agent in good faith is in doubt as to what action should be taken hereunder, Escrow Agent shall have the absolute right to resign as Escrow Agent hereunder and/or withhold or stop any further performance under this Agreement (save and except the safekeeping of the Escrowed Funds) and all notices or instructions received in connection herewith until a substitute Escrow

Agent is appointed by written agreement by the Development Parties. Until a substitute Escrow Agent is so appointed and during the period of time such adverse claims, conflicts, demands or disagreements continue or such doubt exists, Escrow Agent shall not be or become liable in any way to any person for its failure or refusal to act.

7.11 Prompt Payment of Contractors. Upon receipt of the funds from the Escrow Agent, the Project Manager shall promptly pay the corresponding invoices for the Improvements and the Oversized Lines.

7.12 Records. The Project Manager shall provide each of the Development Entities copies of each Draw Request along with copies of cancelled checks for each payment from the Escrow Agent to the Project Entity and copies of cancelled checks for each payment from the Project Manager to each contractor.

Article VIII Other Provisions

8.1 If any Party defaults hereunder, the defaulting Party shall pay the other Party's reasonable attorneys' fees, expert witness fees, travel and accommodations expenses, deposition and trial transcript costs and cost of court and other similar costs or fees paid or incurred by the other Party by reason of or in connection with the default (whether or not legal or other proceedings are instituted). In the event any Party hereto finds it necessary to bring an action at law or other proceeding against any other Party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to the Agreement, or by reason of any breach hereunder, the Party prevailing in any such action or other proceeding shall be paid all costs and reasonable attorneys' fees by the other Party, and in the event any judgment is secured by such prevailing Party, all such costs and attorneys' fees shall be included in any such judgment. Further, any sums of money owing by a Party hereunder which are not paid within ten (10) days after the date of delivery of written notice demanding payment will bear interest at the highest rate allowed under applicable law. For purposes hereof, any Party entitled to reimbursement under the provisions set forth hereinabove is referred to as the "Collecting Party" and any party failing to make a reimbursement required under the provisions set forth hereinabove is referred to as the "Defaulting Party." The Collecting Party shall be entitled to recover from the Defaulting Party: (i) all reimbursement amounts owed hereunder; plus (ii) interest as provided hereinabove; plus (iii) all reasonable attorneys' fees and other costs of collection which are incurred by the Collecting Party. This Section 8.1 shall not apply to the City.

8.2 Except as otherwise provided herein, the rights and obligations of a Development Entity under this Agreement shall not be assigned by the Development Entity without the prior written consent of the non-assigning Development Entity(s) whose consent shall not be unreasonably withheld. Notwithstanding the foregoing, a Development Entity: (a) may assign its rights and obligations under this Agreement, in whole or in part, to a successor-in-interest to such Development Entity's Property, or portion thereof, without the prior written consent of the non-assigning Development Entity(s), provided that such rights and obligations shall be expressly assumed in writing by the assignee; and (b) that is also the Project Manager pursuant to Section 1.2 above, may designate such position to an entity that has contracted with such Development Entity to provide subdivision construction services, without the prior written consent of the non-

assigning Development Entity(s), provided that the rights and obligations of the "Project Manager" hereunder shall be expressly assumed in writing by the designee. The Parties expressly agree that Midtex may assign its rights and obligations hereunder, in whole or in part, to Ashton Austin Residential L.L.C., a Texas limited liability company. In the event this Agreement is partially assigned by a Development Entity to a successor-in-interest to a portion of such Development Entity's Property, such assignee shall become an additional "Development Entity" hereunder and an amendment to this Agreement shall be entered into which modifies the Cost Sharing Exhibit to contemplate such partial assignment by restating each Development Entity's Reserved Wastewater Capacity, cost sharing percentage and share of improvements costs.

8.3 The article and section headings appearing in this Agreement are inserted as a matter of convenience and are for reference purposes only, and in no way control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument.

8.5 Any reference in this Agreement to an "Article", a "Section", "Subsection" or "paragraph" shall be construed, respectively, as referring to the article, section or subsection of this Agreement in which the reference appears.

8.6 This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Development Entities and shall supersede all agreements, representations, warranties, statements, promises, and understandings, whether oral or written agreement, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement. This Agreement may not be amended, altered or modified except by a writing signed by all the Development Entities.

8.7 This Agreement has been entered into in the State of Texas, and all questions with respect to this Agreement and the rights and liabilities of the Parties hereto shall be governed by the laws of the State of Texas, except as otherwise set forth herein.

8.8 Time is of the essence of this Agreement; however, in the event the provisions of this Agreement require any act to be done or action to be taken hereunder on a date, or on or before a date, which is a Saturday, Sunday or legal holiday, such act or action shall be deemed to have been validly taken on the next succeeding day which is not a Saturday, Sunday or legal holiday.

8.9 No waiver by any party of a breach of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, condition or agreement hereof, and no delay in exercising any right or remedy shall constitute a waiver thereof.

8.10 The following exhibits and/or other provisions of this Contract are attached hereto and incorporated herein by reference for all intents and purposes:

- Exhibit A-1 - The Midtex Property
- Exhibits A-2 & A-3 - The Rowe Lane Property

- Exhibit B - Description and Depiction of Oversized Lines
- Exhibit C - Preliminary Budget & Opinion of Probable Cost
- Exhibit D - The Vine Creek Lift Station site
- Exhibit E - Cost Sharing Exhibit
- Exhibit F - Easement Form
- Exhibits G & G-1 - Vine Creek Subdivision Preliminary Plan Excerpt

8.11 Except for the sharing of the cost of the engineering and design for the Improvements set forth in Section 2.1, the Development Entities shall each bear their own legal, engineering, consulting, and overhead costs associated with this Agreement.

8.12. This Agreement shall terminate upon the completion of the construction and payment for the Improvements and the Oversized Lines or fifteen (15) years from the date of execution set forth below, whichever is sooner.

[SIGNATURE PAGE(S) FOLLOW(S)]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ____ day
of _____, 20____.

Midtex Partners, Ltd.,
a Texas limited partnership

By: M1GP, LLC.,
a Texas limited liability company,
its general partner

By: 
Rick Jenkins, Managing Member

Date: 1-8-2019

Rowe Lane Development, Ltd.,
a Texas limited partnership

By: Tiemann Land and Cattle Development, Inc.
a Texas corporation,
its general partner

By: _____
Robert M. Tiemann, President

Date: _____

The City of Pflugerville, Texas,
a Texas home-rule city

By: 
Sereniah Breland, City Manager

Date: 1-29-2019

Independence Title Company

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ____ day
of _____, 20____.

Midtex Partners, Ltd.,
a Texas limited partnership


By: M1GP, LLC.,
a Texas limited liability company,
its general partner

By: _____
Rick Jenkins, Managing Member

Date: _____

Rowe Lane Development, Ltd.,
a Texas limited partnership

By: Tiemann Land and Cattle Development, Inc.
a Texas corporation,
its general partner

By:  _____
Robert M. Tiemann, President

Date: _____

The City of Pflugerville, Texas,
a Texas home-rule city

By:  _____
Sereniah Breland, City Manager

Date: 1-29-2019

Independence Title Company

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ____ day
of _____, 20____.

Midtex Partners, Ltd.,
a Texas limited partnership

By: M1GP, LLC.,
a Texas limited liability company,
its general partner

By: _____
Rick Jenkins, Managing Member

Date: _____


Rowe Lane Development, Ltd.,
a Texas limited partnership

By: Tiemann Land and Cattle Development, Inc.
a Texas corporation,
its general partner

By: _____
Robert M. Tiemann, President

Date: _____

The City of Pflugerville, Texas,
a Texas home-rule city

By: 
Sereniah Breland, City Manager

Date: 1-29-2019

Independence Title Company

By: _____
Name: Gary M. Harvill
Title: VP

Date: _____

EXHIBIT A-1

Midtex Property

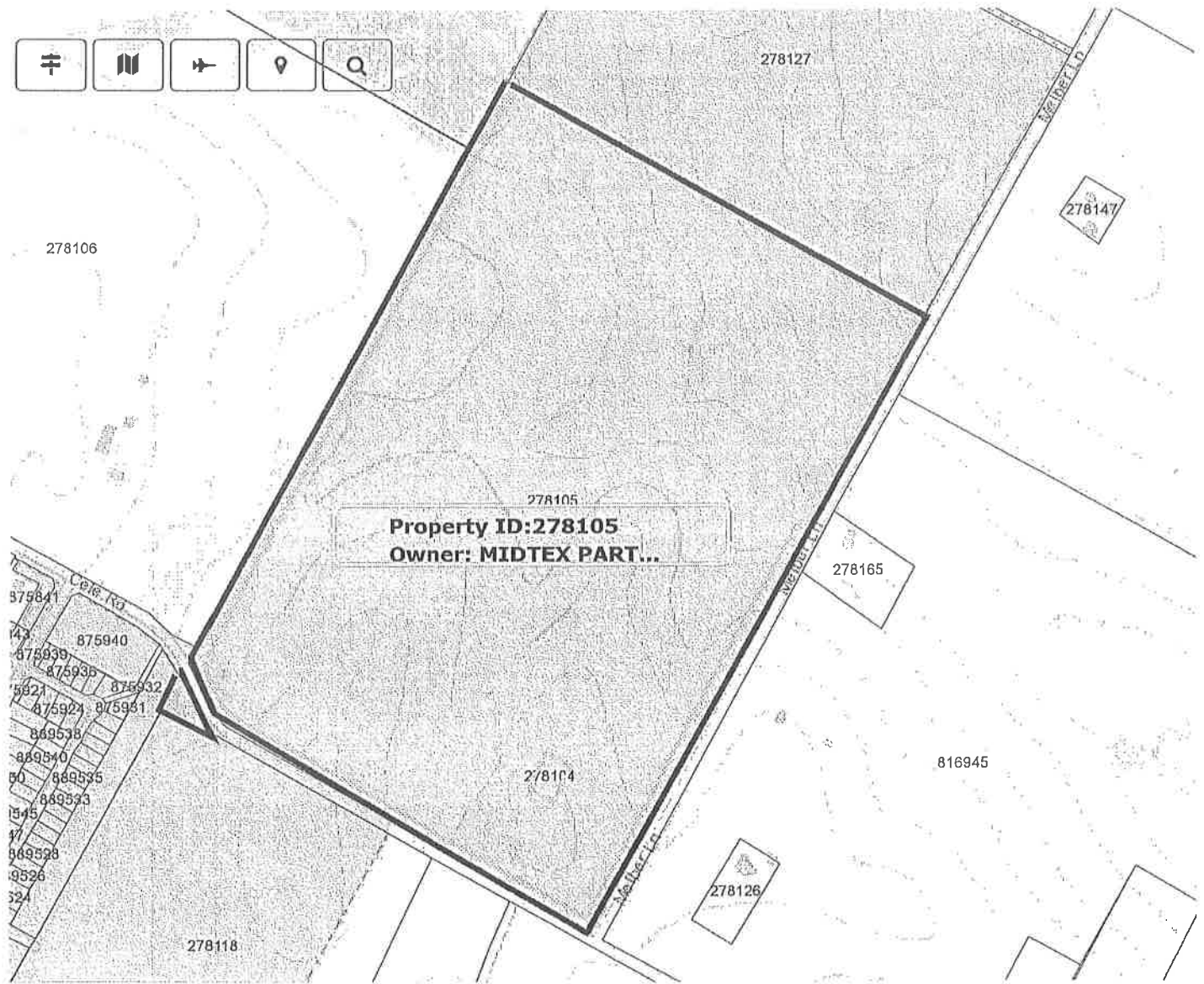


EXHIBIT A-2

Rowe Lane Property

EXHIBIT A-3

Rowe Lane Property

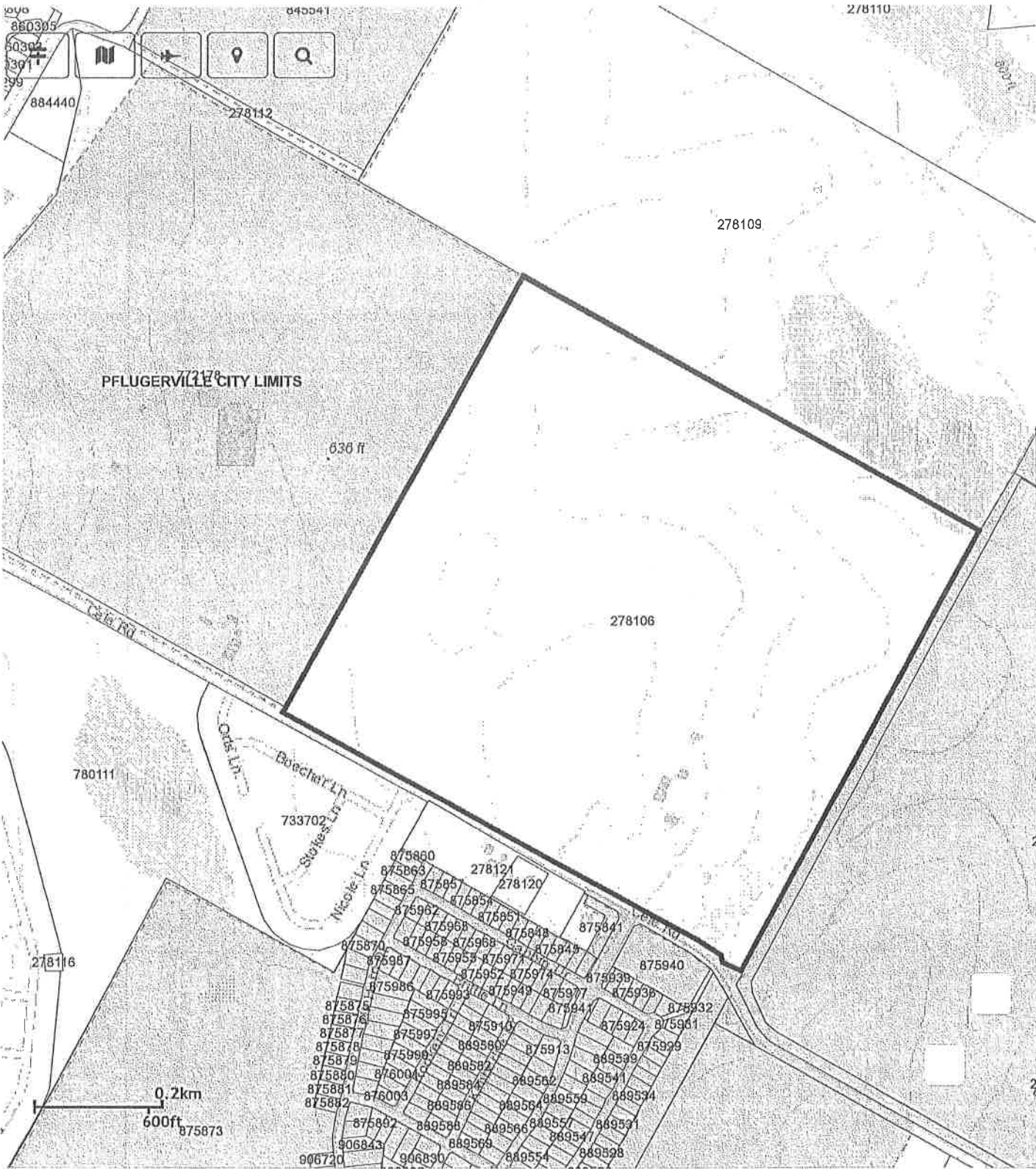
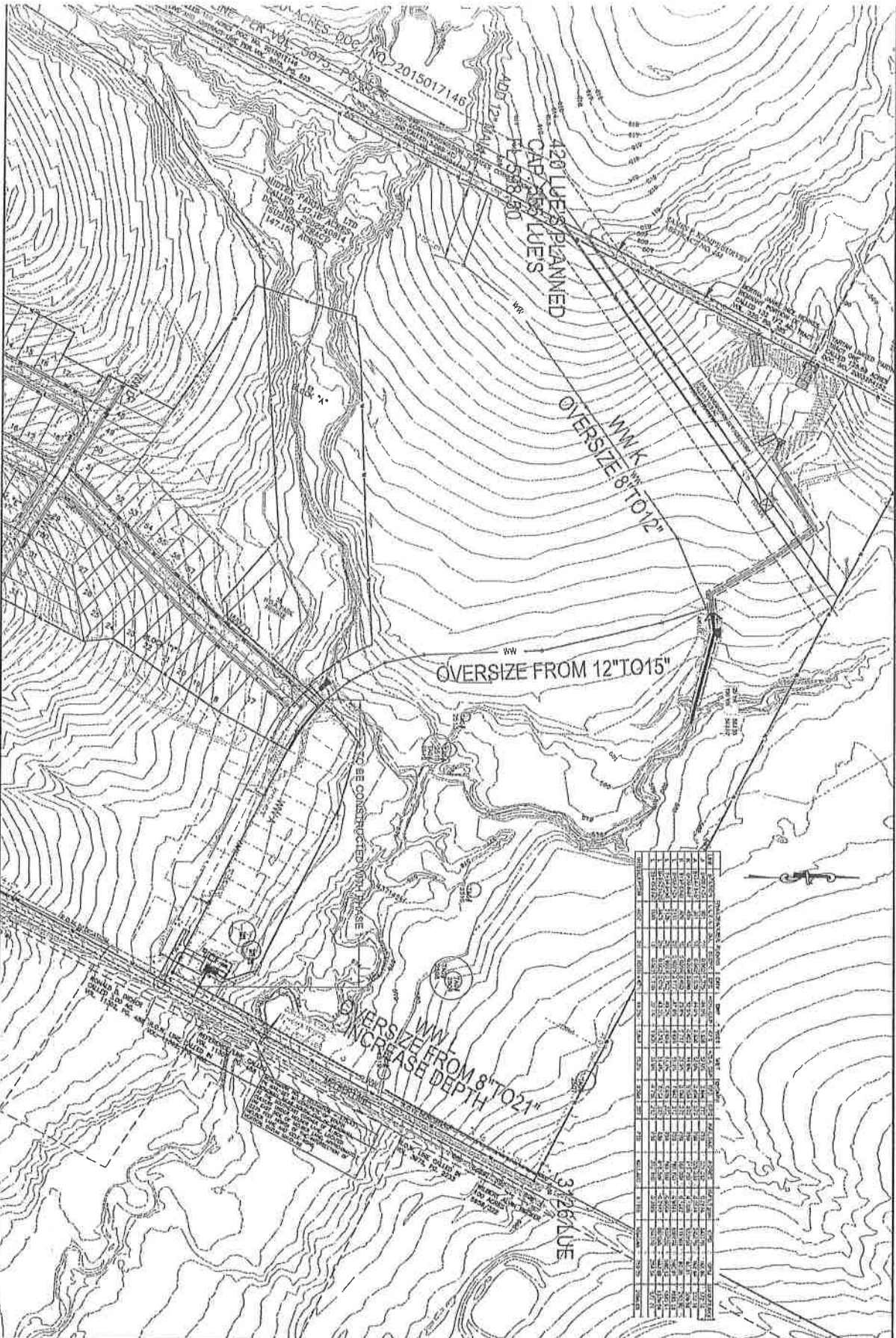


EXHIBIT B

Description and Depiction of Oversized Lines

[to be provided by ALM Engineering and include description of phases of Vine Creek
Subdivision within which the Oversized Lines will be located]



VINE CREEK SUBDIVISION
 WASTEWATER OVERSIZING
 PFLUGERVILLE, TEXAS



ALM ENGINEERING, INC.
 CONSULTING ENGINEERS
 1705 S Capitol of TX Hwy, Ste. 150
 Austin, Texas, 78746
 (512) 431-9800 • almeng@abgglobal.net

SCALE:	1"=100'	#	REVISION	DATE
DATE:	8/13/2018			
JOB:				
DRAWN BY:				
CHECKED BY:	MM			

EXHIBIT C

Improvements Preliminary Budget

Construction.....\$1,722,000
Soft Costs.....\$85,000
Total:.....\$1,807,000

Oversized Lines Preliminary Budget
Engineer's Opinion of Probable Cost

Phase 1 Total.....\$94,650.00
 Base Cost.....\$83,294.90
 Oversize Cost.....\$11,355.10

Phase 6 Total.....\$154,246.75
 Base Cost.....\$115,689.75
 Oversize Cost.....\$38,557.00

Phase 7 Total.....\$213,132.38
 Base Cost.....\$74,980.40
 Oversize Cost.....\$138,151.98

[Attach Opinion of Probable Cost]

EXHIBIT D

Lift Station Site

EXHIBIT E

**Reserved Wastewater Capacity and Ownership,
Cost Sharing Percentages and
Share of Cost Based on Preliminary Budget**

Reserved Wastewater Capacity in the Improvements Available to the Development Entities, Ownership of that capacity, Cost Sharing Percentages of Development Entities and Cost Shares of Development Entities as per the Preliminary Budget.

Development Entity	Reserved Wastewater Capacity (LUEs) & Ownership	Cost Sharing Percentage	Share of Improvements Costs Per Preliminary Budget
Midtex	505	42.1%	\$760,747
Rowe Lane	695	57.9%	\$1,046,253
Total	1200	100%	\$1,807,000

Reserved Wastewater Capacity in the Oversized Lines Available to the Development Entities,

Development Entity	Reserved Wastewater Capacity	Cost Share
MidTex	505 LUEs	OPC costs for Vine Creek Subdivision wastewater lines
Rowe Lane	All capacity in excess of 505 LUEs	Incremental costs to oversize the Vine Creek Subdivision wastewater lines to the sizes specified by Rowe Lane

EXHIBIT F

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WASTEWATER PIPELINE EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

_____ (“Grantor”), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF PFLUGERVILLE, TEXAS**, a home-rule city located in Travis County, Texas (“Grantee”), an exclusive easement and right-of-way (“Easement”) upon and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (“Easement Property”). Grantor and Grantee may jointly be referred to by “the parties.”

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
 - (a) “Holder” shall mean Grantee and Grantee’s heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
 - (b) “Permitted Improvements” shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the construction of

a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.

(c) "Public wastewater pipeline" shall mean a pipeline designed and operated to transport wastewater.

2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein is irrevocable. The Easement is for the benefit of Holder.
3. *Purpose of Easement.* The Easement shall be used for public wastewater utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public wastewater pipelines and related appurtenances, or making connections thereto (hereinafter collectively "Facilities"). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.
4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Holder for the Easement Purpose. Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement) must comply with applicable ordinances, development codes, and engineering guidelines of the City of Pflugerville. Grantor shall obtain Holder's permission prior to the start of constructing Permitted Improvements. Grantor shall not construct any fencing or gating on the Easement Property without Holder's permission.
6. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 7, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or

remove the Facilities. Holder shall not be required to repair or replace to their original condition any landscaping, driveways, parking areas, or Permitted Improvement on the Easement Property that are damaged in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of the Facilities.

7. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.
8. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
9. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
11. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
12. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

15. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
16. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
18. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
19. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.
20. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ 201__.

GRANTOR:

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 201__.

(seal)

Notary Public Signature

**GRANTEE:
AGREED AND ACCEPTED:**

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

By: _____
_____, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2018, by _____, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

City of Pflugerville
Attn.: Emily Barron, Planning Director
Development Services Center
P.O. Box 589
Pflugerville, Texas 78691

[attach Exhibit A to easement]

EXHIBIT G

Vine Creek Subdivision Preliminary Plan Excerpt



Signature _____
[Handwritten Signature]

RECEIVED
DEC 17 2008
BY _____

EXHIBIT G

EXHIBIT G-1

Vine Creek Subdivision Preliminary Plan Excerpt

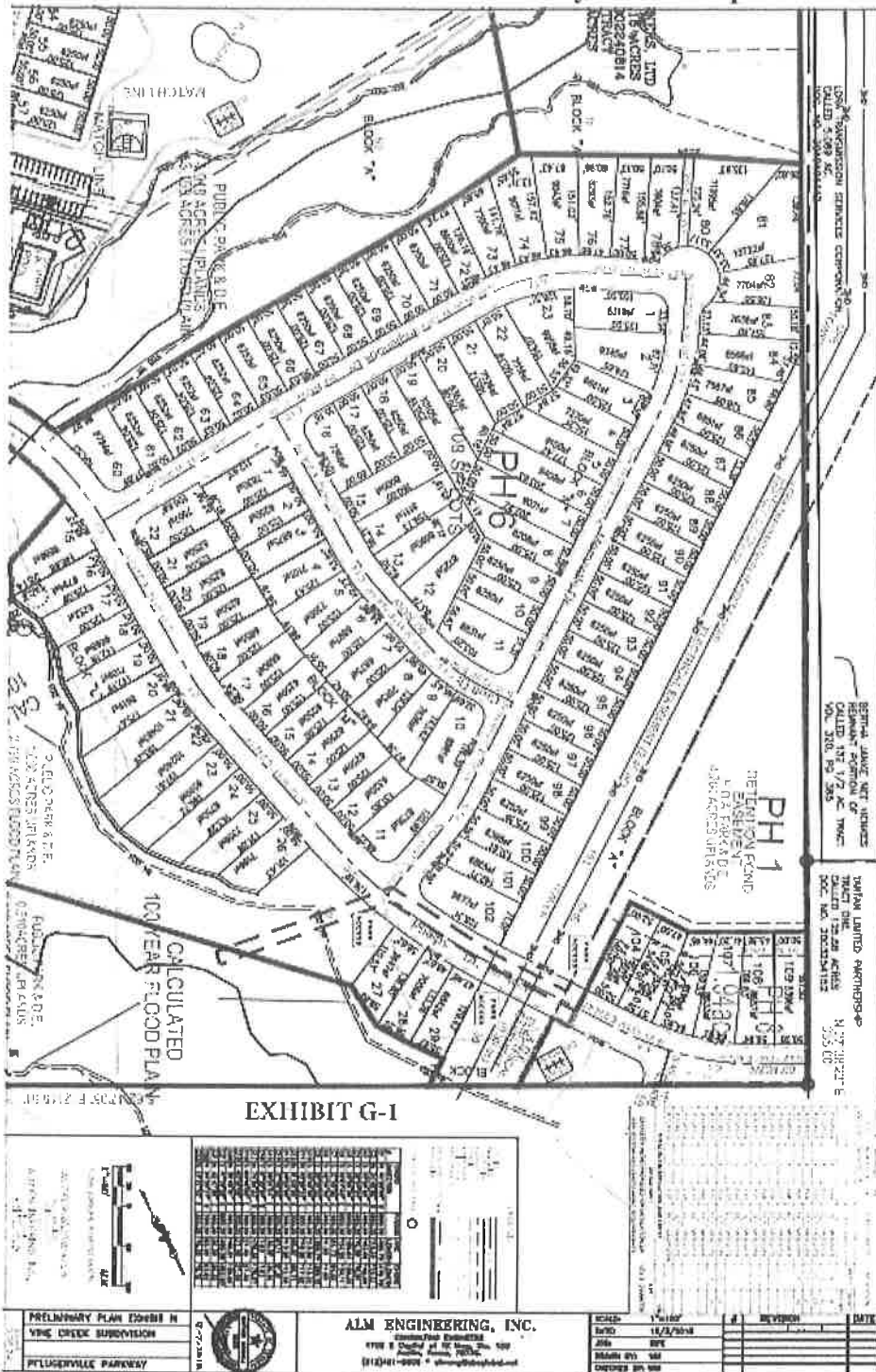


EXHIBIT J

PARKLAND DEVELOPMENT FEE ALLOCATION

TOTAL ESTIMATED FEES: 3,456 x \$745 =	\$2,574,720
LESS ESTIMATED 10' HIKE AND BIKE TRAIL (27,352 X \$34/ft)	-\$929,335
LESS CREDIT FOR ADDITIONAL PARKLAND DEDICATION	-\$1,000,000
UDC Requirement – 68.43 acres	
Consent agreement requirement – 116.93	
Actual – 55 (Flood plain less than 50% of total) + 106.2 (Open Space) + 11.9 (Comm Rec) + 16.1 (gas easement) = 189.2	
Additional Parkland Dedication in Fee in Lieu Dollars: 189.2-117 = 72.2 x \$43,560 = \$3,145,032	
MINIMUM NON-EXCLUSIVE IMPROVEMENTS TO BE INSTALLED	\$645,385
(NOT INCLUDING HIKE AND BIKE)	

EXHIBIT K

HISTORICAL RESIDENTIAL ARCHITECTURAL STYLES

SINGLE FAMILY ARCHITECTURAL STYLES

Historical styles like Tudor Revival, Arts & Crafts, Craftsman, and Farmhouse may be permitted within the development provided they include all of the features provided for with each style in lieu of the requirements outlined in Sections 9.1.2 and 9.1.3(A) of the Unified Development Code (UDC). Single family residential detached units not meeting all of the design standards for the Historical Styles provided below will need to comply with UDC Sections 9.1.2 and 9.1.3(A).

CRAFTSMAN and ARTS & CRAFTS

1. Homes may be one, one and one-half, or two-stories.
2. 100% cementitious material installed as horizontal clapboard or vertical board and batten may be considered.
3. Roof pitches may vary but on one-story homes the primary roof pitch should not exceed 7:12. Accent roofs do not have to meet this requirement. There is no roof pitch requirement for one and one-half and two-story homes.
4. Primary windows' proportion ratio of height to width is between 1.7--2.2 to 1. Accent windows do not have to meet this proportion requirement.
 - a. Window division patterns of 2 over 1, 3 over 1, 4 over 1, 6 over 1, and 4 over 4 are permitted. Accent windows do not have to meet this pattern requirement
 - b. Window groupings of two to five windows joined together is permitted.
5. Doors should have some rectilinear glass or glass pattern in some part of the upper third of the front door.
6. Where siding or board and batten "turns the corner" from a front to side elevation the corner requires a trim piece painted a contrasting color to the siding/board and batten.
7. Front columns should generally be tapered, however straight columns are permitted.
 - a. A base shall be provided for all columns with the lower part of the column being wider than the top part of the column.
 - b. A tapered column base shall be constructed of stone or brick.
 - c. The base should generally not exceed 3 feet above the porch.
8. Functional covered front porch is required on all homes and is defined as a minimum of sixty (60) square feet with at least six (6) feet of continuous depth, measured between the front façade of the house and the column.

- a. All front porches shall include columns and a decorative railing between columns to establish an enclosed porch.
 - b. Corner houses shall include a porch along both facades of the house that face a public street or open space area to create what is commonly known as a "wrap-around porch".
9. Brick, stone, or similar interest shall be added along the lower part of the front elevation (exposed slab) to create an appearance of height.
10. The side elevations visible from public right-of-way or open space shall have architectural elements that carry from the front elevation such as window styles and materials consistent with the front elevation, gables, dormers, wrap-around porches, and/or other architectural accents.
11. Side elevations facing public right-of-way or open space shall have architectural interest and appearance to complement the front elevation, including but not limited to masonry, windows.
12. Gables shall include architectural brackets, windows, or other architectural elements near the top and bottom portions of the gable.
13. Door proportions, exterior trim, hardware, and other architectural elements are acceptable if set forth in <http://owenlumber.com/products/craftsman-bungalow.pdf>
14. A covered rear patio or deck with a minimum of a one hundred square feet is required on all floor plans.

¹Or where a side elevation meets a rear elevation where visible from a public right-of-way or open space.

FARMHOUSE

1. Farmhouses are one and one-half or two-story plans.
2. 100% cementitious material installed as horizontal clapboard or vertical board and batten may be considered.
3. Roof pitches are 7:12 or steeper; however accent roofs may have a roof pitch less than 8:12.
4. Metal roofs may be permitted.
5. Primary window style should primarily have tall, rectangular proportion. Primary windows' proportion ratio of height to width is between 2.0-2.5 to 1. Accent windows do not have to meet this proportion requirement.
6. Window division patterns of 2 over 2, 2 over 1, 6 over 6 or no divided light are permitted. Accent windows do not have to meet this pattern requirement.
7. Window groupings can be single or double/triple pairings with spacing from 0" to 8" between windows on double/triple pairings
8. Doors should have some rectilinear glass or glass pattern in some part of the upper half of the front door. Where siding or board and batten "turns the corner" from a front to side elevation the corner requires a trim piece painted the same color as the siding/board and batten.
9. Functional covered front porch is required on all homes and is defined as a minimum of sixty (60) square feet with at least six (6) feet of continuous depth, measured between the front facade of the house and the column.
 - a. All front porches shall include columns. A decorative railing is not required between columns.
 - b. Corner houses shall include a porch along both facades of the house that face a public street or open space area to create what is commonly known as a "wrap-around porch".
10. The side elevations visible from public right-of-way or greenbelts should have architectural elements that carry from the front elevation such as window styles and materials consistent with the front elevation, gables, dormers, wrap-around porches, and/or other architectural accents.
11. Side elevations facing public right-of-way or greenbelts should have architectural interest and appearance to complement the front elevation.
12. Gables should be simple forms on Farmhouses.
13. Door proportions, hardware, and other architectural elements are acceptable if set forth in <http://owenlumber.com/products/farmhouse.pdf>

14. A covered rear patio or deck with a minimum of a one hundred square feet is required on all floor plans.

TUDOR REVIVAL

1. Tudor houses are one, one and one-half, or two-story plans.
2. Brick or natural stone on first story, with stucco and decorative half-timbering on the second. Single story is encouraged to include half-timbering in the gable. A prominent front facing gable with a secondary material may be considered in lieu of half timbering, if the gable contains a swooped roof.
3. Roof pitches are 8:12 or steeper; however accent roofs may have a roof pitch less than 8:12.
4. Front and side facing gables; side facing dormer windows.
5. Embellished doorways with natural masonry surrounding a recessed doorway, and/or adding a small roof over the door to make the doorway a focal point and enhance curb appeal.
6. Brick or stone chimneys with multiple flues.
7. Tall, narrow, multi-paned windows in groups of two, three, or four.
 - a. Casement style windows
 - b. Double hung windows with two sashes that slide up and down for ventilation
8. A covered rear patio or deck with a minimum of a one hundred square feet is required on all floor plans.

Example of compliant slip road and alley style:

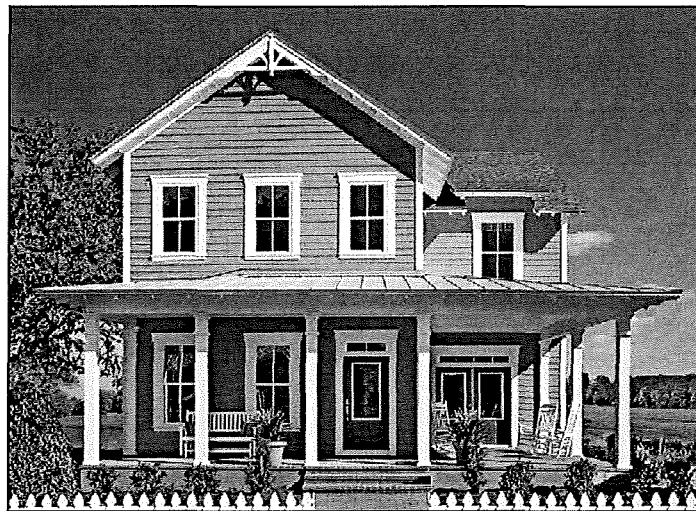


Examples of compliant features per architectural style:

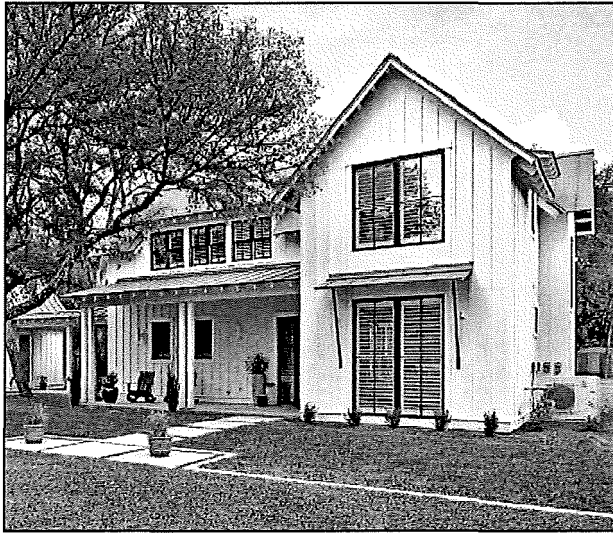
Farmhouse



Farmhouse (open porch)



Farmhouse (open porch)

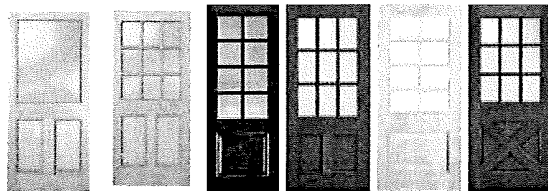


Farmhouse (open porch)

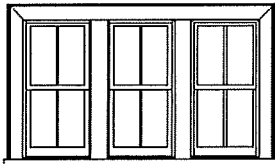
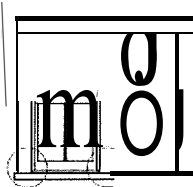


Farmhouse (open porch)

Farmhouse Front Door Examples

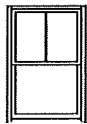


Farmhouse Window Pairing Examples



Window Division Pattern Examples

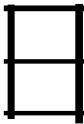
Primary Windows



2-over-1



6-over-1



6-over-1

Craftsman



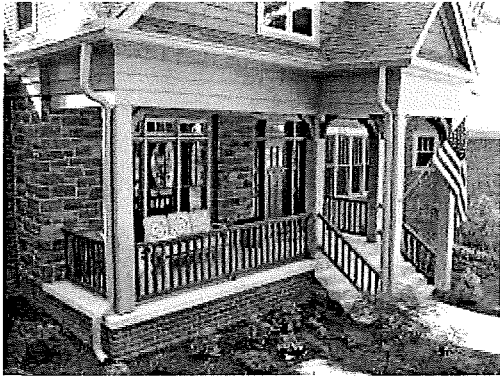


Craftsman -porch railing



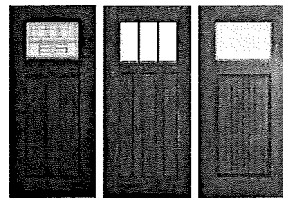
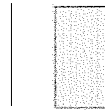
Craftsman -porch railing





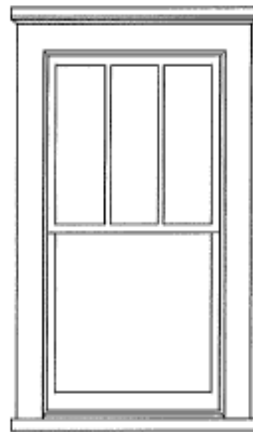
Craftsman Front Porch Railing

Craftsman Front Door Examples

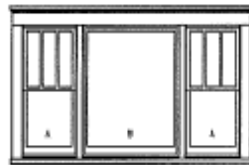
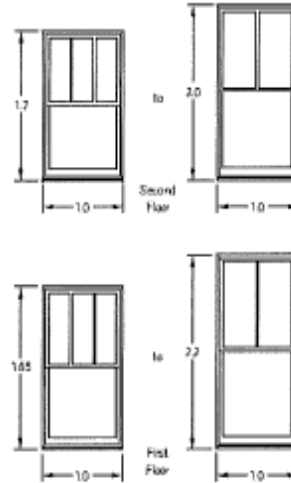


Craftsman Window Styles and Proportions

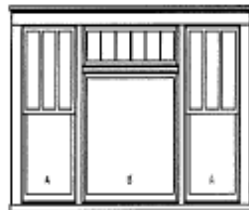
QUINTESSENTIAL PRIMARY WINDOW WITH TRIM



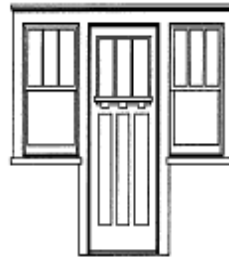
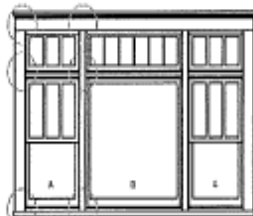
Typical Proportion Ratios



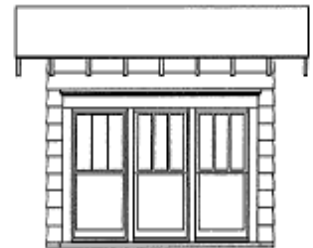
Type for "Type 1"



Type for "Type 2"



Entry door with double-hung window features



Three with double-hung window grouping
Typical window measure between 3' and 5' in height.

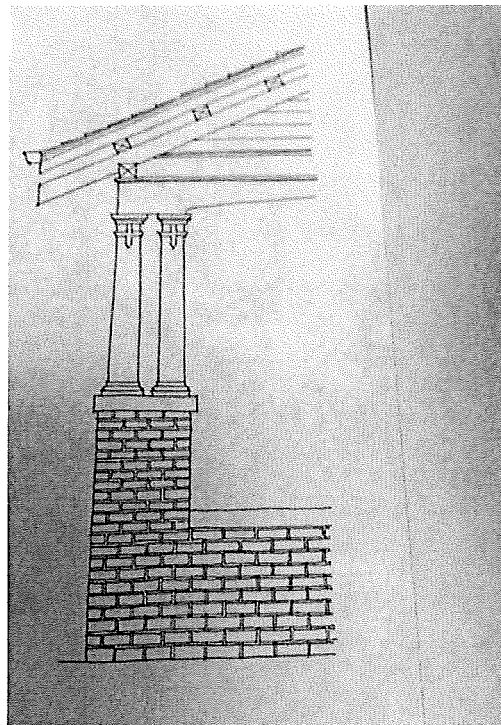
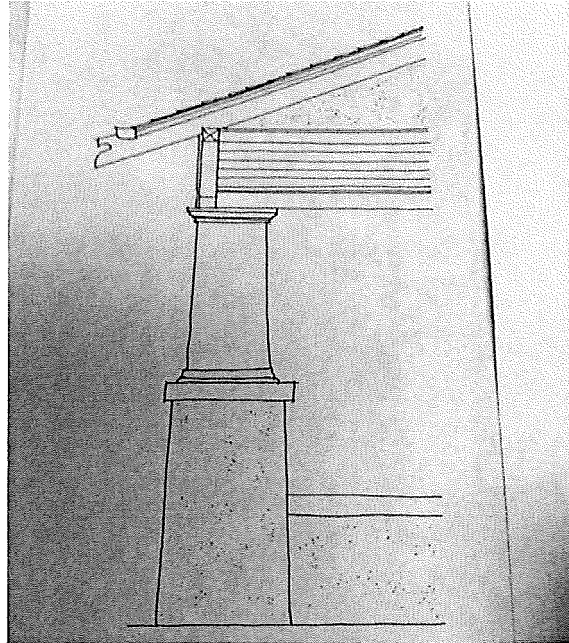


This grouping is commonly found in dormers. As size accentuates, the window width also becomes one-third of a dormer.



Craftsman Window Styles and Proportions

Column Detail Example



Tudor Revival

