

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 assigns 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: 1-8-19

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: GAY M. HARVILL
Title: VP

Date: _____

EXHIBIT A-1

Midtex Property

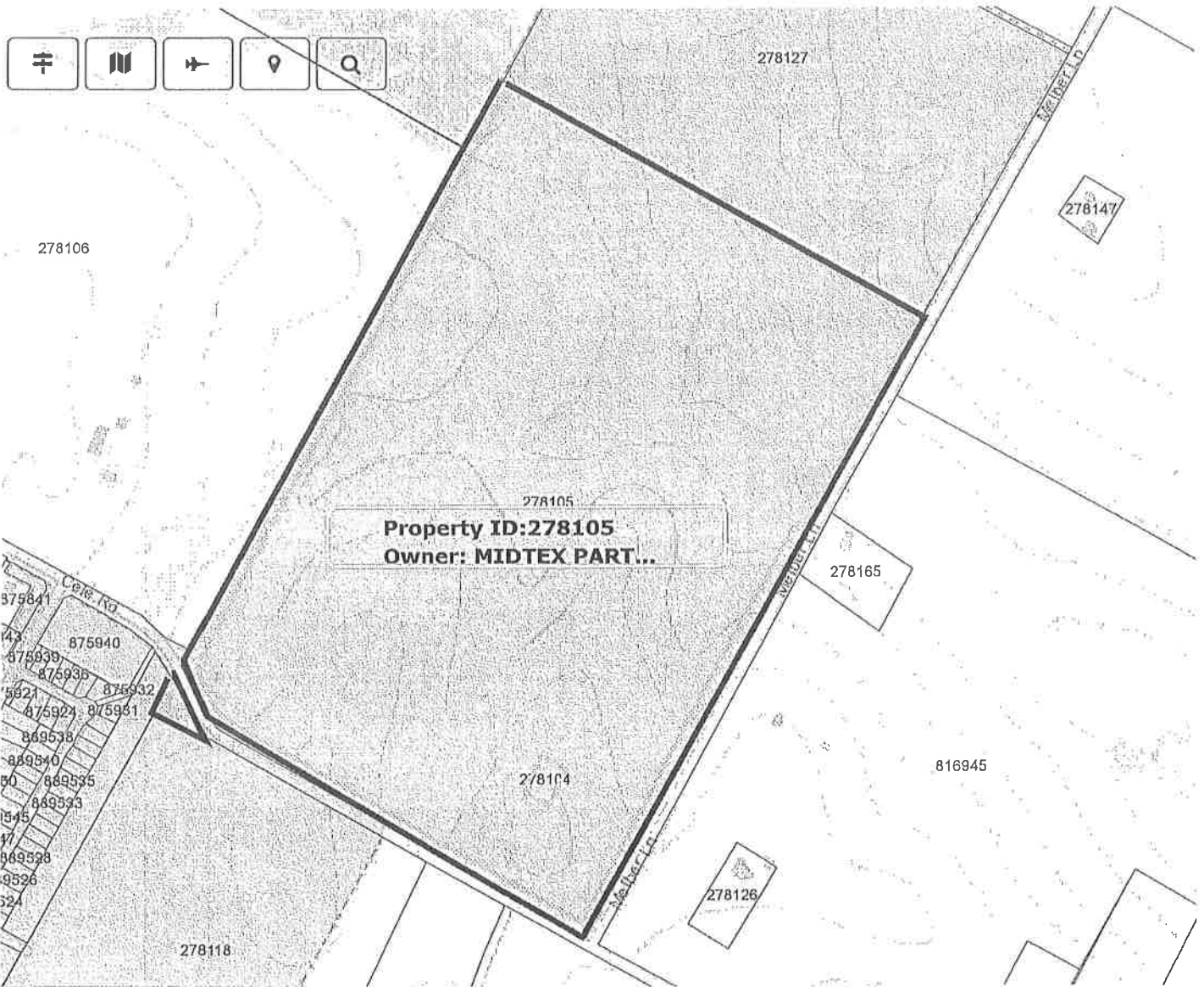


EXHIBIT A-2

Rowe Lane Property

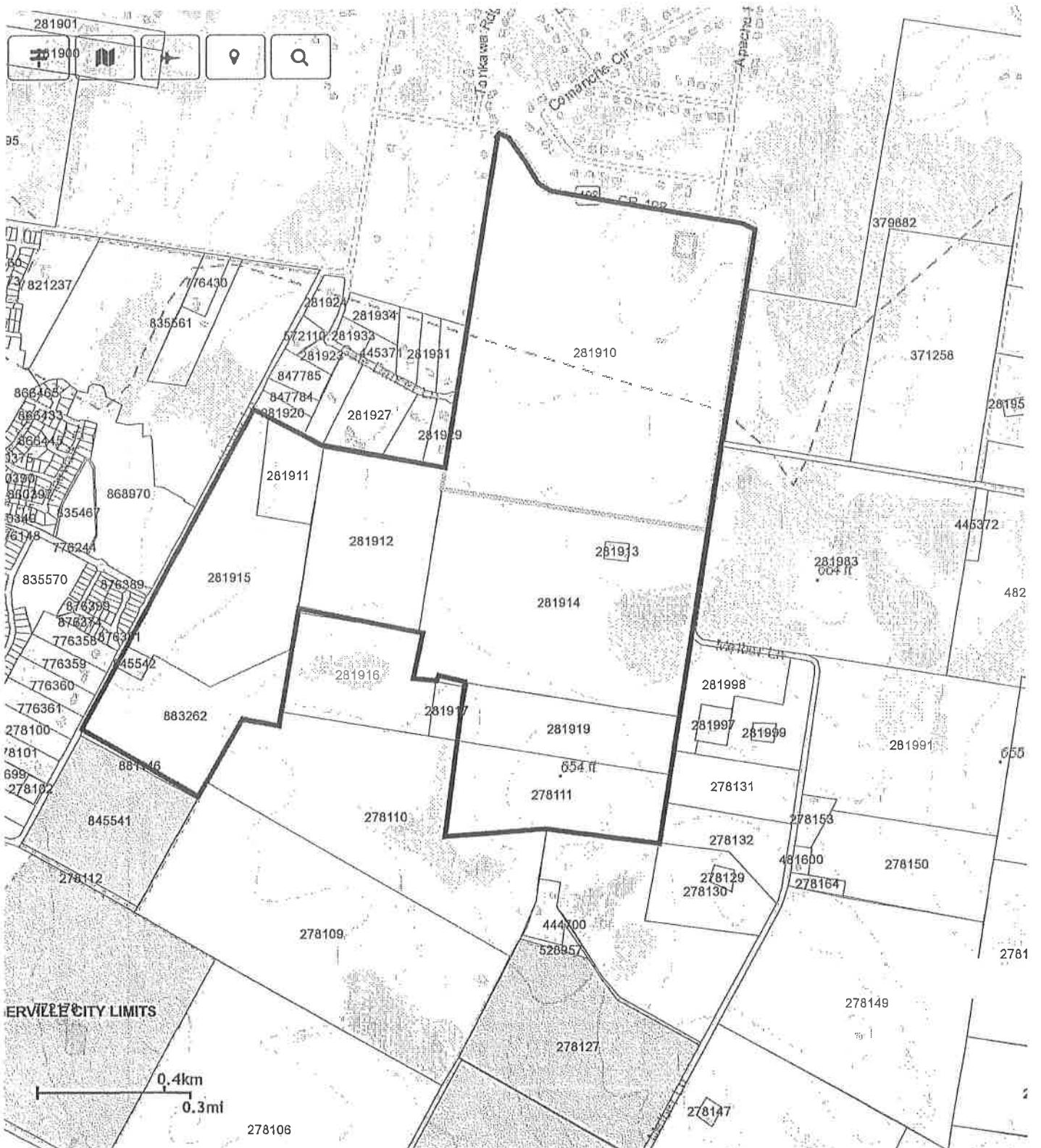


EXHIBIT A-3

Rowe Lane Property

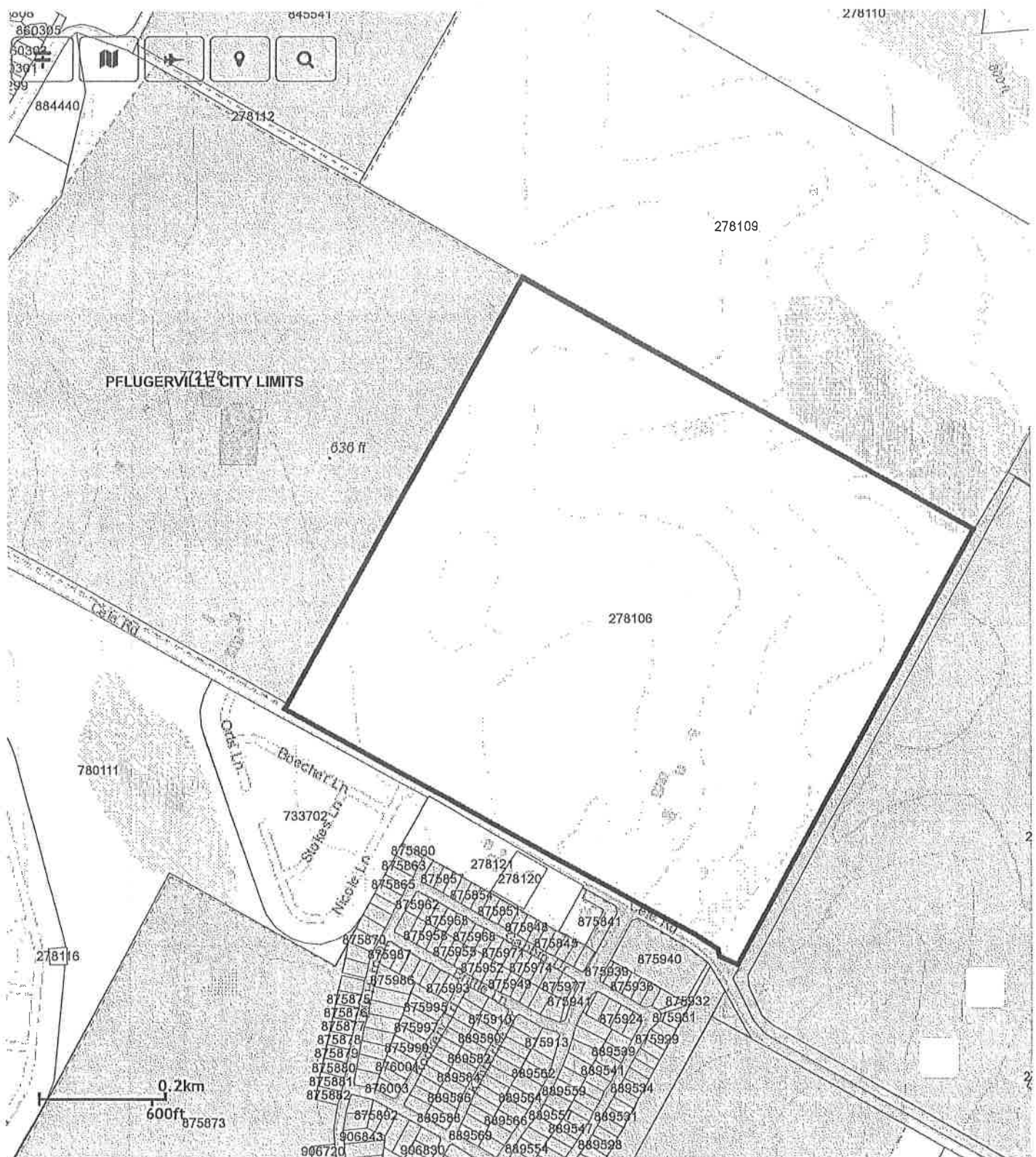


EXHIBIT B

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]

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

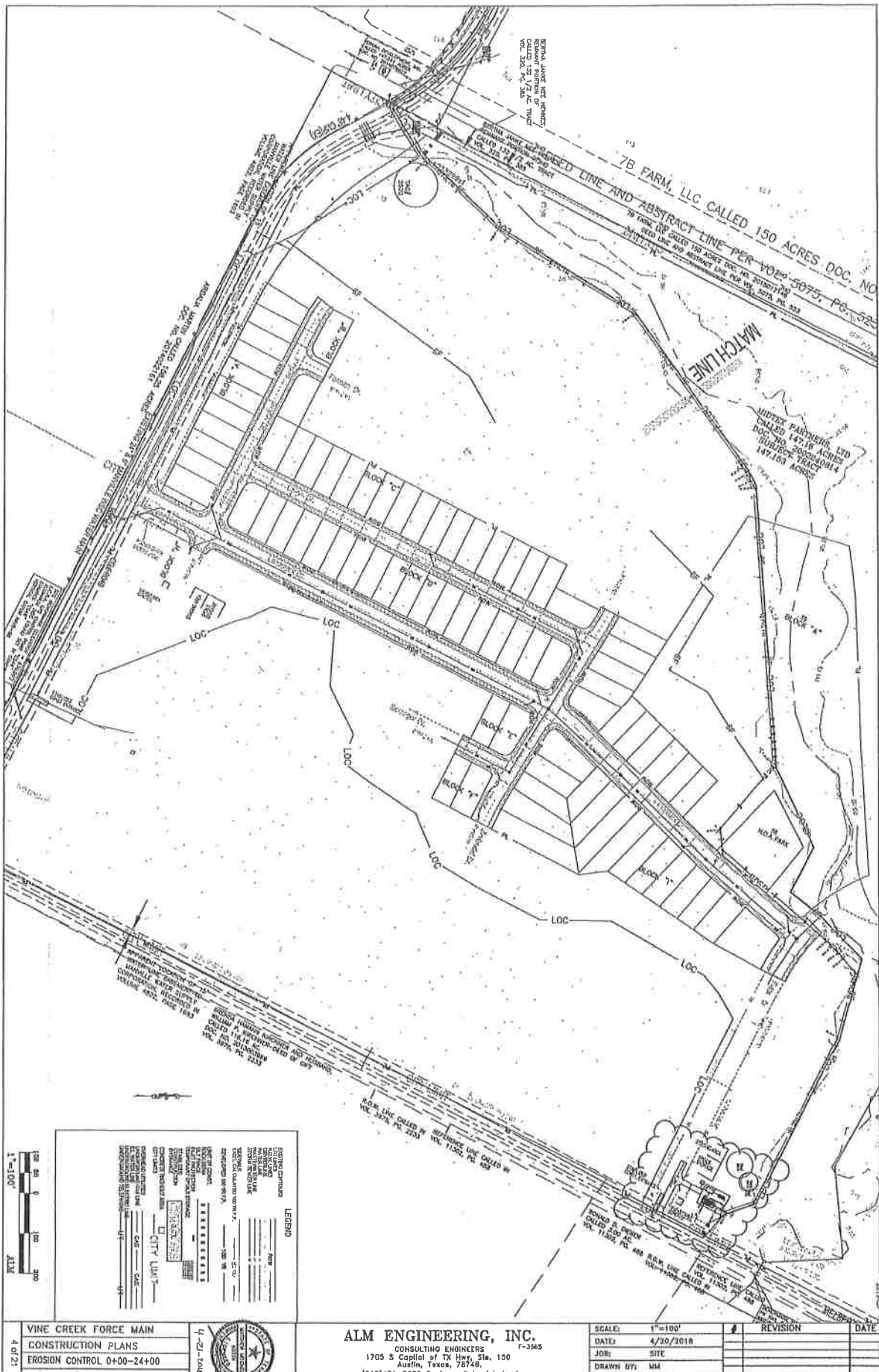
Phase 1 Total.....\$94,650.00
 Base Cost.....\$83,294.90
 Oversize Cost.....\$11,355.10

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



VINE CREEK FORCE MAIN
CONSTRUCTION PLANS
EROSION CONTROL 0+00-24+00

4-21-2018



ALM ENGINEERING, INC.
CONSULTING ENGINEERS
1705 S Capital of TX Hwy, Ste. 150
Austin, Texas 78746
(512) 451-9600 • alm@alm-engineering.com

SCALE:	1"=100'	REVISION	DATE
DATE:	4/20/2018		
JOB:	SITE		
DRAWN BY:	MM		

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



EXHIBIT G

Vine Creek Subdivision Preliminary Plan Excerpt

