

After Recording, Return to:

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

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

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

RECITALS

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

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

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

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

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

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

AGREEMENT:

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

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

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

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

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

Confirmation Contact: William Davis (214) 237-2048

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

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

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

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

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

With a copy to:

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

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

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

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

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

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

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

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

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

10. Intentionally Omitted.

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

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

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

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

(a) Not a Sanctioned Company. Seller represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes Seller and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

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

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

(d) No Boycott of Energy Companies. Seller hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Consent. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

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

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

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

(3) on completion of this Consent, either:

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY:

CITY OF PFLUGERVILLE, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public, State of Texas

EXHIBIT A

DESCRIPTION OF REAL PROPERTY



FIELD NOTES FOR

A 415.361 ACRE TRACT OF LAND, SITUATED IN THE W. CALDWELL SURVEY, SECTION NO. 66, ABSTRACT NO. 162, IN THE E. KIRKLAND SURVEY, ABSTRACT NO. 458 AND IN THE J.P. SHERWOOD SURVEY, OF TRAVIS COUNTY, TEXAS BEING A PORTION OF THE REMNANT PORTION OF A CALLED 62 1/2 ACRE TRACT CONVEYED TO EMIL A. & MARIE BOHLS, RECORDED IN VOLUME 871, PAGE 488 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 5.00 ACRE TRACT DATED MARCH 14, 1978 AND ALL OF THE REMNANT PORTION OF A CALLED 5.00 ACRE TRACT, DATED JULY 26, 1974, BOTH CONVEYED TO JAMES R. BOHLS, RECORDED IN VOLUME 10951, PAGE 53 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 63.147 ACRE TRACT CONVEYED TO USRLP PFLUGERVILLE, LLC, RECORDED IN DOCUMENT NO. 202001897 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 281.80 ACRE TRACT CONVEYED TO CACTUS COMMERCIAL SOUTH, LP RECORDED IN DOCUMENT NO. 2014095553 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 1.374 ACRE TRACT OF LAND AS DEFINED IN "EXHIBIT A" IN CONTRACT FOR EXCHANGE OF REAL PROPERTY, IN AN UNRECORDED DOCUMENT BETWEEN TIMMERMAN FARMS, LTD., AND CACTUS COMMERCIAL SOUTH, LP. SAID 415.361 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

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

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

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

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

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

Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: 512-454-8711 address: 10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759 website: PAPE-DAWSON.COM
Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #420 Texas Surveying Firm #10028502

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

THENCE N 14°09'23" W, with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of said 63.147-acre tract, a distance of **1246.00 feet** to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found on a point in the northeast right-of-way line of said Texas Toll Road 130, said point being the northwest corner of said 63.147-acre tract, same being the southwest corner of the Remnant Portion of said 281.80-acre tract for an angle point hereof;

THENCE N 14°02'32" W, continuing with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of the Remnant Portion of said 281.80-acre tract, a distance of **892.18 feet** to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point in the west boundary line hereof;

THENCE N 22°26'44" W, continuing with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of the Remnant Portion of said 281.80-acre tract, a distance of **340.35 feet** to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set on point in the northeast right-of-way line of said Texas Toll Road 130, said point being the southeast corner of a called 1.450-acre exchange tract as defined as "Exhibit C" in the aforementioned Contract For Exchange Of Real Property, same being a southwest corner of the Remnant Portion of said 281.80-acre tract for the westernmost southwest corner hereof;

THENCE N 27°36'39" E, departing the east right-of-way line of said Texas Toll Road 130, with the west boundary line of the Remnant Portion of said 281.80-acre tract, same being the east boundary line of said 1.450-acre tract, a distance of **647.26 feet** to an 1/2" iron rod with yellow cap marked "Pape-Dawson" set at the northeast corner of said 1.450-acre tract, same being the southwest ell corner of the Remnant Portion of said 281.80-acre tract for a point of non-tangent curvature hereof;

THENCE along the arc of a curve to the left, with a south boundary line of the Remnant Portion of said 281.80-acre tract, same being the north boundary line of said 1.450-acre tract, said curve having a radius of **755.00 feet**, a central angle of **08°37'38"**, a chord bearing and distance of **N 80°41'44" W, 113.58 feet**, for an arc length of **113.68 feet** to an 1/2" iron rod with yellow cap marked "Pape-Dawson" set at a southeast ell corner of the Remnant Portion of said 281.80-acre tract, same being the northwest corner of said 1.450-acre tract, same being a point in the east boundary line of the aforementioned 1.374-acre exchange tract for a southeast ell corner hereof;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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