

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE
IMPROVEMENTS TO LAKESIDE MEADOWS DEVELOPMENT

THE STATE OF TEXAS §
 §
CITY OF PFLUGERVILLE §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
PFLUGERVILLE

The undersigned petitioners (the "*Petitioners*"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "*Act*"), request that the City of Pflugerville create a public improvement district (the "*District*") in the territory described in Exhibit A attached hereto (the "*Land*") within the City of Pflugerville, Texas (the "*City*"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Travis Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District.

Section 3. Estimated Cost and Terms of the Proposed Construction of the Public Improvements. The estimated cost of the proposed construction is \$30,000,000.00 (including issuance and other financing costs).

Section 4. Boundaries. The proposed boundaries of the District are described on Exhibit A attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory Board. An advisory board may be established by the City Council of the City (the "City Council") and recommend an improvement plan to the City Council.

Section 9. Development Agreement. A development agreement will be entered into in connection with the District, which shall include, but not be limited to, the following provisions:

- a. A land plan that outlines, at a minimum, land use and thoroughfare connections and is consistent with the City's Comprehensive Plan, as amended;
- b. The proposed development will substantially contribute to funding the expansion of arterial streets, major collector roadways, and trunk line utility infrastructure, as applicable when necessary to address the project demand for services and impacts of the development;
- c. The development will be located within the City's existing Water and Wastewater CCNs or expanded CCNs facilitated by the landowner(s) within the District if, in the City's discretion, such expansion is feasible;

- d. All public infrastructure built to serve the development shall be owned, operated, and maintained by the City following construction and dedication of public improvements to the City, and all applicable standards and fees, impact or otherwise, shall apply to the development;
- e. The development demonstrates that it will be a superior development that exceeds the minimum requirements established by the City's Code of Ordinances, including without limitation, enhanced:
 - i. Mix of land uses (i.e. mix of land uses that attract and support the concentration of major commercial and employment uses as well as complimentary residential uses);
 - ii. Architectural design;
 - iii. Public parkland dedication and development;
 - iv. Public facilities; and
 - v. Streetscaping, public art, or other amenities accessible by the public.
- f. The development proposal will be subject to specific criteria in order to establish strict limitations relating to issuance and repayment of infrastructure bonds (i.e., maximum amount of debt issued, term limits, net effective interest rates, minimum par, etc.), which will be established administratively; and
- g. The development promotes "green practices" for environmental preservation and betterment.

Section 10. Reimbursement. The City will be reimbursed for the actual costs incurred by the city for legal, engineering, administrative, and financial advisory services and fees in connection with vetting the petition and negotiating any associated development, strategic partnership or allocation agreements associated with the District.

The signers of this petition request the establishment for the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

PETITIONER:

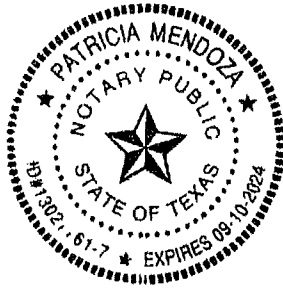
Cactus Commercial South LP

By: *Douglas Kadison*
Douglas Kadison, General Partner

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT is acknowledged before me on this 18 day of March, 2021, by Douglas Kadison, _____ of _____, a _____, the _____ of Cactus Commercial South LP., a Texas limited partnership, on behalf of such entities.

[SEAL]



[Signature]
Notary Public, State of Texas

Cactus Commercial LP

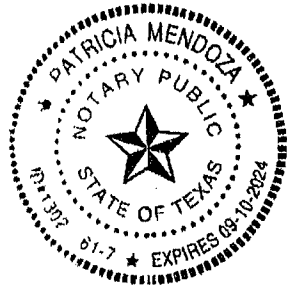
By: Douglas Kadison
Its: _____

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT is acknowledged before me on this 18 day of March, 2021, by Douglas Kadison, _____ of _____, a _____, the _____ of Cactus Commercial LP., a Texas limited partnership, on behalf of such entities.

[SEAL]



[Signature]
Notary Public, State of Texas

_____, the _____ of Cactus Commercial LP, a Texas limited partnership, on behalf of such entities.

[SEAL]

Notary Public, State of Texas

**USRLP Pflugerville LLC,
a Delaware limited liability company**

By: US Regional Logistics Program, L.P.
a Delaware limited partnership, its managing
member

By: US RLP GP, LLC
a Delaware limited liability company, its general
partner

By: US Realco JV, LLC,
a Delaware limited liability company, its sole
member

By: USAA Real Estate Company, LLC
a Delaware limited liability company, its
managing member

By: 
Name: BENJAMIN CHRISTIAN
Title: Managing Director

THE STATE OF TEXAS
COUNTY OF Bexar

THIS INSTRUMENT is acknowledged before me on this 22 day of April, 2021, by Benjamin Christian, Managing Director of USAA Real Estate Company, LLC, a Delaware limited liability company, as managing member of US Realco JV, LLC, a Delaware limited liability company, as sole member of US RLP GP, LLC, a Delaware limited liability company, as general partner of US Regional Logistics Program, L.P., a Delaware limited partnership, the managing member of USRLP Pflugerville LLC., a Delaware limited liability company, on behalf of such entities.

[SEAL]

Notary Public, State of Texas

By: James Bohls
Name: James Bohls

STATE OF TEXAS §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me by James Bohls.
Given under my hand and seal of office on this March 24, 2021.



Susan Tressler
Notary Public, State of Texas

By: Barbara Bohls
Name: Barbara Bohls

STATE OF TEXAS §
COUNTY OF TRAVIS §


The foregoing instrument was acknowledged before me by Barbara Bohls.
Given under my hand and seal of office on this March 24, 2021.



Susan Tressler
8

Notary Public, State of Texas

**Meritage Homes of Texas, LLC,
a Texas limited liability company**

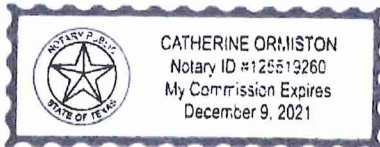
By: 
Name: Elliot Jones
Title: Division Vice President

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT is acknowledged before me on this 30 day of April, 2021, by Elliot Jones, Division VP of Meritage Homes of Texas, LLC, a Texas limited liability company, on behalf of such entity.


[SEAL]


Notary Public, State of Texas



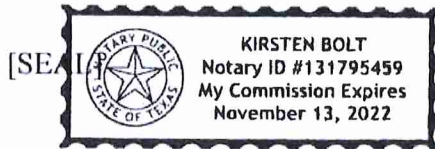
**Gehan Homes, LTD.,
a Texas limited partnership**

By: Gehan Homes I, Inc., a Texas corporation
Its: General Partner

By: 
Name: Chris Lynch
Title: Vice President of Land Operations

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT is acknowledged before me on this 30th day of April 2021, by Chris Lynch, Vice President of Land Operations of Gehan Homes I, Inc., a Texas corporation, the general partner of Gehan Homes, LTD., a Texas limited partnership, on behalf of such entities.



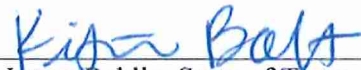

Notary Public, State of Texas

EXHIBIT A

LAND

