

**Right of Way License and Maintenance Agreement
for Lakeside Meadows Phase 6 & 7**

The **City of Pflugerville**, a home-rule municipal corporation located in Travis and Williamson Counties, State of Texas (the “**CITY**”), acting through its duly authorized agent the City Manager or designee, who for purposes of this Right of Way License and Maintenance Agreement (“**AGREEMENT**”) is the Officer, Office of Planning and Development, City of Pflugerville (the “**PROPERTY MANAGER**” or “**City**”), and **Lakeside Meadows (Pflugerville) Master Community, Inc.** a Texas nonprofit corporation (“**LICENSEE**”), enter into this Right-of-Way License and Maintenance Agreement for Lakeside Meadows Phases 6 & 7 (this “**AGREEMENT**”), effective upon final signature under the terms and conditions set forth below.

1. **License Premises.** The City grants Licensee the right to use the right-of-way more particularly described in **Exhibit “A”** attached hereto (the “**LICENSED PROPERTY**”).

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2. **License Purposes.** The City grants Licensee permission to use the Licensed Property solely to install, repair, maintain and remove decorative pavers and concrete edging with related appurtenances at the decorative crosswalk locations and stamped and colored asphaltic pavement with related appurtenances in the public alleys (the “**PUBLIC ALLEYS**”), and irrigation lines within the public right-of-way (the “**IRRIGATION LINES**”) of the size and in the method shown on the attached and incorporated **Exhibit “B”**, **Exhibit “C”**, and **Exhibit “D”** (collectively, the “**IMPROVEMENTS**”).

3. **Decorative Crosswalk Maintenance.** Licensee hereby agrees to be responsible for the maintenance of the decorative crosswalks more particularly identified in **Exhibit “C”** attached hereto (the “**DECORATIVE CROSSWALKS**”). After initial construction of the Decorative Crosswalks and acceptance thereof by the City, the Licensee shall at its own cost and expense maintain the Decorative Crosswalks in a good and useable condition. All damage, if any, to the Decorative Crosswalks shall be repaired by and at the cost and expense of the Licensee. In the event Licensee fails or refuses to proceed with diligence with the performance of any work in connection with the repair or maintenance of the Decorative Crosswalks within 30 days after receiving written notice from the City, the City may do such work or cause same to be done, all at the sole risk, cost, liability and expense of Licensee.

4. **Public Alley Maintenance.** Licensee hereby agrees to be responsible for the maintenance of the Public Alleys. After initial construction of the Public Alleys and acceptance thereof by the City, the Licensee shall at its own cost and expense maintain the Public Alleys in a good and useable condition. All damage, if any, to the Public Alleys shall be repaired by and at the cost and expense of the Licensee. In the event Licensee fails or refuses to proceed with diligence with the performance of any work in connection with the repair or maintenance of the Public Alleys within 30 days after receiving written notice from the City, the City may do such work or cause same to be done, all at the sole risk, cost, liability and expense of Licensee.

5. Irrigation Lines Installation and Maintenance.

- A.** Installation: The Licensee is permitted to install Irrigation Lines within the public right-of-way (ROW) as described in **Exhibit "A"**. These Irrigation Lines must be installed in accordance with the specifications and methods approved by the City.
- B.** Maintenance: The Licensee is responsible for the ongoing maintenance of the Irrigation Lines. This includes ensuring the Irrigation Lines are in good working condition, repairing any damage, and replacing any parts as necessary. The Licensee must maintain the Irrigation Lines in a manner that prevents leaks, blockages, or any other issues that could affect the functionality of the irrigation system.
- C.** Repair and Replacement: In the event of damage to the Irrigation Lines, the Licensee must repair or replace the affected parts within 30 days of receiving written notice from the City. If the Licensee fails to perform the necessary repairs or replacements within the specified timeframe, the City may undertake the work at the sole cost and expense of the Licensee.
- D.** Compliance: All installation and maintenance activities must comply with applicable City, County, State, and Federal laws, ordinances, regulations, and policies.

6. Consideration. In consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which is acknowledged, Licensee is not required to pay any monetary consideration. However, Licensee covenants to properly and timely maintain the Decorative Crosswalks, Public Alleys, and Irrigation Lines.

7. Damages and Destruction. The parties agree the City is presumptively not obligated to restore or repair the Improvements in the License Area that may be removed, altered, damaged or destroyed as a result of the City's necessary use, maintenance, and repair of the underlying right-of-way or easement. The City's sole obligation will arise if the City's uses substantially interfere with or destroy the Public Alleys to render same undriveable, and the City hereby agrees in such circumstances to refill holes and reasonably restore the affected License Area to a safely drivable condition in good faith.
Should Licensee be prevented from maintaining the Decorative Crosswalks, Public Alleys, or Irrigation Lines due to force majeure, the non-maintenance will not be deemed a breach of this Agreement.

8. Term. This Agreement begins on the execution date and continues thereafter until such time as the City assumes maintenance responsibility for the Public Alleys, Decorative Crosswalks, and Irrigation Lines. Licensee shall be required to maintain the Improvements for no less than 30 years, in accordance with the requirements approved in the Planned Unit Development for this property, adopted by Ordinance No. 1763-20-05-12-0721.

9. Limits on License. The existence of this Agreement is expressly subordinate to the present and future right of the City, its successors, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, transportation facilities, franchised public utilities, rights-of-way, roadways, sidewalks, or streets on, beneath, or above the surface of the Licensed Property (the "**FACILITIES**").
The City may enter the Licensed Property without giving notice and without incurring any obligation to Licensee and remove the Improvements or make any alteration thereof. Such

removal will occur only if the Property Manager deems it is necessary: (a) to exercise the City's rights or duties with respect to the Licensed Property; (b) to protect persons or property; or (c) for the public health or safety with respect to the Licensed Property.

In the event the City substantially alters the Improvements shown on EXHIBIT "B", Licensee shall not be responsible to maintain such altered Improvements at an expense greater than that reasonably anticipated for the original Improvements.

10. Conditions.

- A. Repair or Relocate Existing Facilities.** Licensee must pay all costs required to repair damage to or relocate existing Facilities, which are damaged or destroyed or need to be relocated as a result of activities under this Agreement by, or on behalf of, Licensee.
- B. Remove or Modify Improvements.** Licensee agrees to pay all costs required to remove or modify any Improvements now existing or to be replaced if the Property Manager determines that the Improvements need to be removed or modified. If Licensee voluntarily removes all Improvements, Licensee must provide at least thirty (30) days' written notice to the City.
- C. Maintenance.** Licensee shall maintain the Decorative Crosswalks and Public Alleys by keeping the area free of debris and litter on an ongoing basis. Further, Licensee must timely and properly maintain all Improvements and Public Alleys. After any installation or repair of any Facilities is complete, Licensee must repair or replace any damaged Improvements such that pedestrian safety and accessibility within the Licensed Property, if applicable, is reestablished within forty-eight (48) hours.
- D. Security Deposits.** Licensee is not required to post a security deposit.

11. Insurance. Licensee at its expense shall provide a commercial general liability insurance policy with a combined single limit of not less than \$1,000,000, written by a company acceptable to the Property Manager and licensed to do business in Texas. The coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The insurance must cover all perils arising from the activities of Licensee, its officers, employees, agents, contractors, and invitees, related to the Improvements authorized to be placed on the Licensed Property by this Agreement. Licensee must pay all deductibles stated in the policy.

The insurance must specifically name the City of Pflugerville as an additional insured and provide a waiver of subrogation in favor of the City. A certificate of insurance evidencing coverage must be provided and delivered to the Property Manager with this executed Agreement.

Licensee must ensure that the Property Manager receives written notice of any cancellation, non-renewal, reduction, restriction or other limitation of the insurance policy. This notice is required to be provided thirty (30) days before any of the above actions are taken on the insurance policy. A substitute certificate of insurance evidencing equivalent substitute insurance must be received by the Property Manager prior to the date shown on the notice. All certificates must affirmatively show that the City of Pflugerville is named as an additional insured.

12 INDEMNIFICATION. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INSURERS, INCLUDING WITHOUT LIMITATION THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), FROM ALL LIABILITY, LOSS, CLAIMS, SUITS, ACTIONS, AND PROCEEDINGS WHATSOEVER ("CLAIMS") THAT MAY BE BROUGHT OR INSTITUTED ON ACCOUNT OF OR GROWING OUT OF ANY AND ALL INJURIES OR DAMAGES, INCLUDING DEATH, TO PERSONS OR PROPERTY RELATING TO THE USE OR OCCUPANCY OF THE LICENSED PROPERTY DURING THE TERM INCLUDING CLAIMS THAT ARISE OUT OF OR RESULT FROM THE ACTIVE OR PASSIVE NEGLIGENCE, OR SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR ALLEGED AGAINST SUCH INDEMNIFIED PARTIES, AND ALL LOSSES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, PENALTIES, DAMAGES, AND EXPENSES RELATING THERETO, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND OTHER ACTUAL OUT OF POCKET COSTS OF DEFENDING AGAINST, INVESTIGATING, AND SETTLING THE CLAIMS.

Licensee shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against any of the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Licensee of any obligations in this Agreement. In no event may Licensee admit liability on the part of an Indemnified Party without the written consent of the City Attorney.

Maintenance of the insurance referred to in this Agreement does not affect Licensee's obligations under this Section. Licensee shall be relieved of its obligation of indemnity to the extent of the amount actually recovered from one or more of the insurance carriers of Licensee and either (a) paid to City or (b) paid for City's benefit in reduction of any liability, penalty, damage, expense, or charge actually imposed upon, or incurred by, City in connection with the Claims. Licensee may contest the validity of any

Claims, in the name of the City, as the City may in good faith deem appropriate, provided that the expenses thereof are paid by Licensee, or Licensee shall cause the same to be paid by its insurer, and provided further Licensee maintains adequate insurance to cover any loss(es) that might be incurred if such contest is ultimately unsuccessful.

Licensee accepts the Licensed Property "AS IS," and its duty to indemnify extends to injuries caused by defective conditions present on the Licensed Property, INCLUDING DEFECTS ALLOWED TO EXIST BY THE CITY'S OWN NEGLIGENCE.

13. Termination.

- A. Termination by Licensee.** After the initial maintenance period of 30 years, Licensee may terminate this Agreement as it relates to the Licensed Property by delivering written notice of termination to the Property Manager not later than 30 days before the effective date of termination. Licensee shall remove all Improvements from the Licensed Property within the 30-day notice period at its sole cost and expense. Failure to do so constitutes a breach of this Agreement and authorizes the Property Manager to notify Licensee of the cost of such removal and disposal and Licensee shall pay such costs within 30 days of such notice.
- B. Termination by City.** Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the Property Manager if any of the below conditions are met and the Property Manager receives no substantive response within thirty (30) days, unless another timeframe is specifically identified:
1. The Improvements, or a portion of them, interfere with the City's rights in any of the rights-of-way;
 2. Use of any of the rights-of-way areas becomes necessary for a public purpose;
 3. Immediately, if the Improvements, or a portion of them, constitute a danger to the public, which the Property Manager deems not to be remediable by alteration or maintenance of such Improvements;
 4. Despite forty-eight (48) hours' prior notice to Licensee, maintenance or alteration to the Improvements necessary to alleviate a danger to the public has not been made;
 5. Despite thirty (30) days' written notice to Licensee, Licensee has not provided certificates of insurance to the Property Manager;
 6. Licensee fails to properly and timely maintain the Improvements or Public Alleys as set out herein;
 7. City desires to assume maintenance responsibility for the Public Alleys; or
 8. Except as provided for above, City provides ninety-one (91) days' prior written notice of such termination for any reason.

Should the CITY wish to initiate a lawful termination of a license agreement issued hereunder, in whatsoever manner such termination may be made, LICENSEE and its heirs, assigns, successors and representatives, bind and obligate themselves to restore

the Licensed Property to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Property which may be acceptable to CITY, and should LICENSEE or its heirs, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event CITY may do or have done the work necessary for such purpose at the sole cost, risk, liability, and expense of LICENSEE, its heirs, assigns, successors, or representatives.

14. **Eminent Domain.** If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to affect the removal of Licensee's affected Improvements thereon, at Licensee's sole expense. Licensee may retain all monies paid by the condemning authority for Licensee's Improvements taken, if any.
15. **Venue/Controlling Law.** Venue for all claims, actions, lawsuits or damages of any kind arising under this Agreement shall lie exclusively in Travis County, Texas. This Agreement shall be subject to and construed under Texas law.
16. **Assignment.** Licensee shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the Property Manager. Such consent shall not be unreasonably withheld, subject to the assignee's compliance with the insurance requirements set forth herein, if any and the assignee's promise to comply with all covenants and obligations herein. Licensee shall provide the Property Manager a copy of any such proposed assignment or transfer of any of Licensee's rights in this Agreement, which must include the name, address, and contact person of the assignee, along with the proposed date of assignment or transfer.
17. **Notice.** Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. Notice must be sent as follows:

If to City:

**Office of Development Services
201 E. Pecan St. Bldg. B
Pflugerville, TX 78660
Phone: 512-990-6300
Fax: 512-990-4374**

If to Licensee:

**Lakeside Meadows (Pflugerville) Master Community, Inc.
3815 S. Capital of Texas Hwy Suite 275
Austin, Texas 78704
Phone: 512-330-9366**

18. **Default.** If Licensee fails to provide certificates of insurance, maintain the Licensed Property or Public Alleys, comply with the insurance requirements of this Agreement, or otherwise comply with the terms or conditions herein, then the Property Manager shall give Licensee written notice as set forth herein. Licensee will have thirty (30) days from the date of such notice to take action to remedy the failure complained of, or such lesser period if such is

required, and, if Licensee does not satisfactorily remedy the same within that thirty (30) day period, the City may remedy the default or contract to remedy the default. However, if the default is a monetary default, Licensee must cure that within ten (10) business days' of notice. Licensee covenants to pay within ten (10) days of written demand by the Property Manager, all reasonable costs expenses incurred by the City in remedying the default.

Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

19. **Compliance with Laws.** Licensee covenants that all construction, installation, repair, maintenance, and removal of the Improvements and Public Alleys permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
20. **Interpretation.** Although drafted by the Licensee, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
21. **Application of Law.** This Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

Terms and Conditions Accepted on _____, 20__.

**CITY OF PFLUGERVILLE, a Texas home rule
municipal corporation**

By: _____
Sereniah Breland, City Manager
City of Pflugerville

LICENSEE:
**Lakeside Meadows (Pflugerville) Master
Community, Inc., a Texas nonprofit
corporation**

By: _____
Title: April Maki, President

**THE STATE OF TEXAS §
COUNTY OF TRAVIS §**

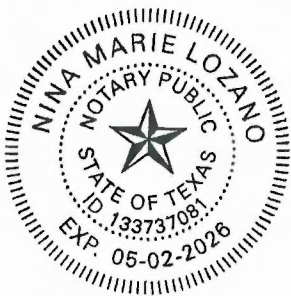
This instrument was acknowledged before me on _____, 2025, by
Sereniah Breland, City Manager, City of Pflugerville, a Texas municipal corporation, on behalf of said
corporation.

Notary Public, State of Texas

**STATE OF TEXAS §
COUNTY OF TRAVIS §**

Before me, the undersigned Notary Public of the State of Texas, on this day personally
appeared April Maki, President, of Lakeside Meadows (Pflugerville) Master
Community, Inc., a Texas nonprofit corporation, known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that he executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this 18 day of November, A.D. 2025.



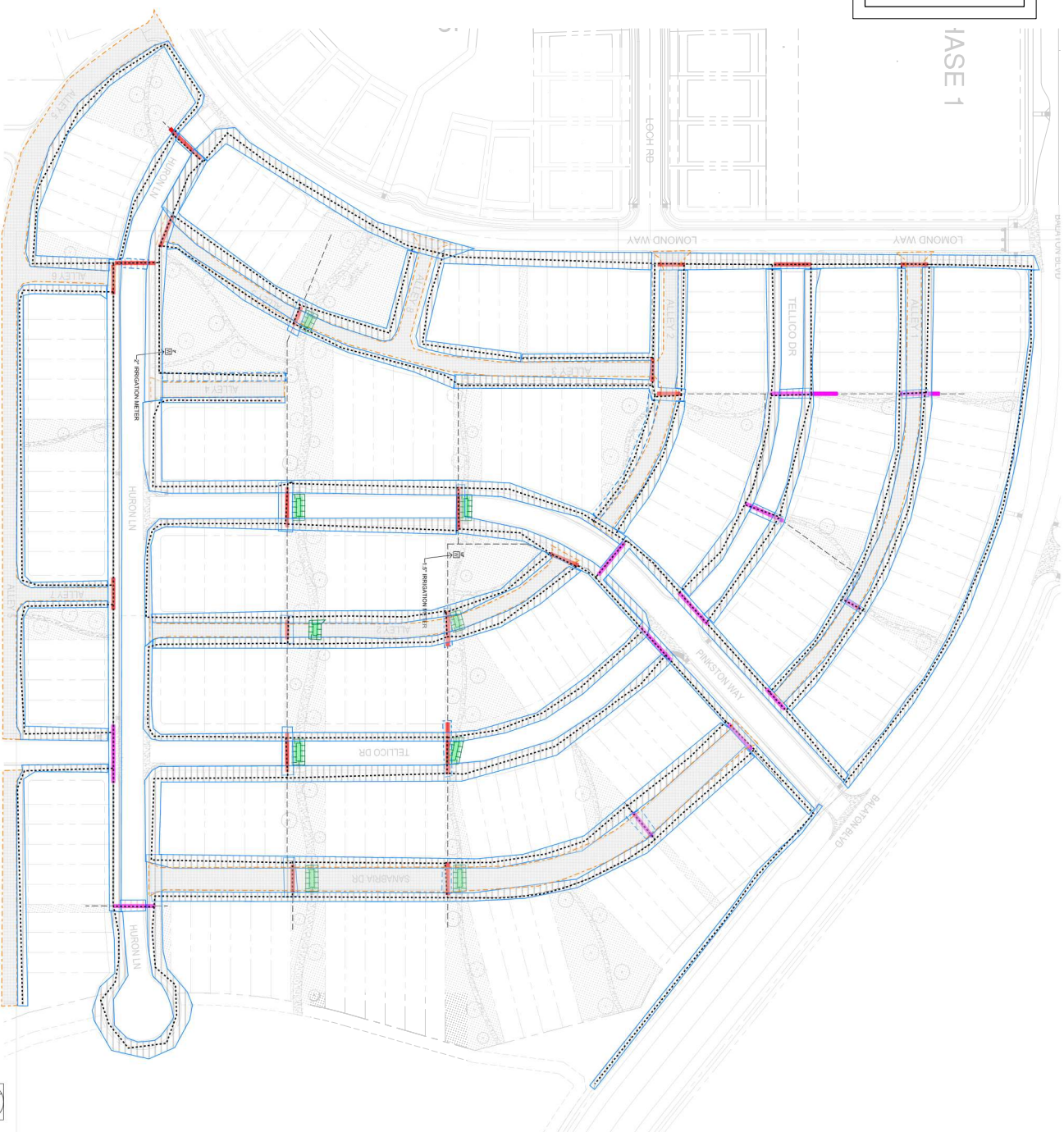
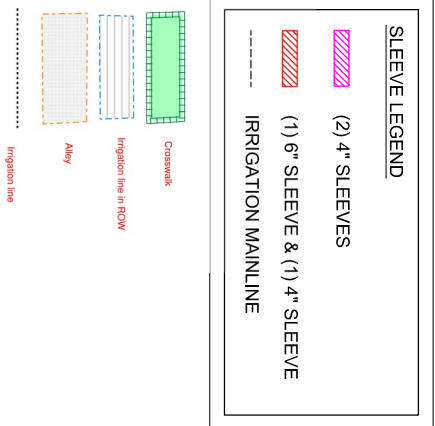
Nina M. Lozano
Notary Public, State of Texas

After recording, return to:

City of Pflugerville
Office of Development Services
201 E. Pecan St. Bldg. B
Pflugerville, TX. 78660

Attn: Jeremy Frazzell
LA#

Exhibit "A"

[illegible]

PROJECCT ADDRESS
EAST THIRTEENTH & PARKWAY
NORTH WICHITA, KS 67203


OWNER / CLIENT
BRIGHTON HOMES

**381 S.E. CENTRAL OF TEXAS HIGHWAY
SUITE 275, AUSTIN, TX 78704**

OWNER REPRESENTATIVE
PABER DONAHUE

photon@brightonhomes.com

PROJECT
LAKESIDE
TOWNHOMES
PFLUGERVILLE



201 GROVETON | SAT. 7/8/10
210.314.5582 | MPSTUDIO

Exhibit "B"

SLEEVE LEGEND

(2) 4" SLEEVES

(1) 6" SLEEVE & (1) 4" SLEEVE

IRRIGATION MAINLINE

Crosswalk

17' Irrigation line in ROW

Alley

Irrigation line

MP

STUDIO

201 GROVEVIEW | SAN ANTONIO
210314-0882 | WESTWOOD

PROJECT

LAKESIDE
TOWNHOMES
PHILCERVILLE

PROJECT ADDRESS

EAST PHILCERVILLE PARKWAY
PHILCERVILLE, TEXAS 78660

OWNER | CLIENT

BRIGHTLAND HOMES

3815 S. CAPITAL OF TEXAS HIGHWAY
SUITE 275, AUSTIN, TX 78704

OWNER'S REPRESENTATIVE

TAMARA BERNARDINI
612-372-9244
pbernardi@brightlandhomes.com

SUBCONSULTANT

REVISIONS

ISSUE SETS
NO. DATE DESCRIPTION
1 MAY 2023 REVIEW SET

SHEET INFORMATION
PROJECT NO. 24069
DATE ISSUED APRIL 4, 2023
SHEET NAME IRRIGATION METER AND SLEEVE EXHIBIT
SHEET NUMBER

Exhibit "D"

SLEEVE LEGEND

(2) 4" SLEEVES

(1) 6" SLEEVE & (1) 4" SLEEVE

IRRIGATION MAINLINE

IRRIGATION LINE IN ROW

4" IRRIGATION LINE

REVISIONS	
ISSUE SETS	
NO.	DATE / DESCRIPTION
1	ISSUE SET FOR REVIEW
SHEET INFORMATION	
PROJECT NO.	24069
DATE ISSUED	APRIL 4, 2025
SHEET NAME	IRRIGATION METER AND SLEEVE EXHIBIT
SHEET NUMBER	

SUBCONSULTANT

PROJECT ADDRESS
EAST PULGUEVILLE PARKWAY
PULGUEVILLE, TEXAS 78660
OWNER / CLIENT
BRIGHTLAND HOMES
3815 S. CAPITAL OF TEXAS HIGHWAY
SUITE 270, AUSTIN, TX 78704
OWNER'S REPRESENTATIVE
TAMARA BERNHARDT
615.272.9244
pbernhardt@brightlandhomes.com

PROJECT

LAKESIDE TOWNHOMES
PULGUEVILLE

MP
STUDIO
201 GROVEVIEW | SAN 78010
210.314.5888 | WESTUDIO