

ORDINANCE – EXHIBIT A

FIRST AMENDMENT GROUND LEASE AGREEMENT

This **FIRST AMENDMENT TO GROUND LEASE AGREEMENT** (the "Amendment") is entered into as of April 22, 2025 (the "Effective Date"), by and between the **CITY OF PFLUGERVILLE, TEXAS**, a political subdivision of the State of Texas (the "Lessor"), and **GRIFFIN/SWINERTON LLC**, a Delaware limited liability company ("Lessee"). This Amendment amends that certain Ground Lease Agreement dated as of November 27, 2024 between Lessor and Lessee (the "Original Lease"). Capitalized terms used herein and not otherwise defined shall have the meaning given in the Original Agreement.

BACKGROUND:

A. Pursuant to the Original Lease, Lessor has leased the Leased Premises unto Lessee solely and exclusively for purposes of Lessee's development, construction, furnishing and equipping of the Project as provided in the Original Lease.

B. The Original Lease contemplates the Project as being comprised of, collectively, (i) the Facilities, consisting of (A) a new city hall and (B) a multigenerational recreation center building, including the portion of the Phase One Retail to be located therein; and (ii) the Civil Work, consisting of the Main Street extension and other horizontal and civil infrastructure necessary to support the Facilities.

C. The Parties desire to amend the Original Lease to expand the scope of the Project to include a raised parking structure with a approximately 500 parking spaces to be located on the portion of the Project Site known as "Lot 1", to serve the Facilities (the "**Parking Structure**").

ACCORDINGLY, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

Section 1. Defined Terms. Section 1.01 of the Original Lease is hereby amended as follows:

(a) The term, "**Parking Structure**" is hereby added to Section 1.01 of the Original Lease, as follows:

"**Parking Structure**" means a raised parking structure containing approximately 500 parking spaces, as more fully described in the Preliminary Parking Structure Plans and Specifications described in EXHIBIT A to the First Amendment to Ground Lease Agreement between the Parties dated April 22, 2025.

(b) The term, "**Project**" as it appears in Section 1.01 of the Original Lease, is hereby amended to read as follows:

"**Project**" means, collectively, the Civil Work, ~~and~~ the Facilities, and the Parking Structure.

(c) The term, "**Project Component**" as it appears in Section 1.01 of the Original Lease, is hereby amended as follows:

"**Project Component**" means, as the context so requires, the Civil Work, the City Hall, ~~or~~ the Recreation Center, or the Parking Structure.

Section 2. Parking Structure Plans and Specifications. The following Subparagraph (iii) is hereby added to Section 4.01(a) of the Original Lease immediately following Subparagraph (ii):

- (ii) Parking Structure Plans and Specifications. Lessee has caused the preliminary plans and specifications for the Parking Structure to be prepared and delivered to Lessor, which such plans and specifications have been approved by Lessor (the "**Preliminary Parking Structure Plans and Specifications**"). Prior to the commencement of any construction work for the Parking Structure, the final Parking Structure plans and specifications for the performance of such work shall be subject to the Written Approval of Lessor solely for purposes of ensuring conformity with the Preliminary Parking Structure Plans and Specifications and the Design Requirements, which approval shall not be unreasonably withheld. Lessee shall endeavor to submit the final Parking Structure plans and specifications to Lessor and the Construction Monitor on or before October 20, 2025. Lessor shall have fourteen (14) calendar days in which to review the Final Parking Structure Plans and Specifications submitted by Lessee. The Final Parking Structure Plans and Specifications shall conform to the Design Requirements in all respects. In addition to conditions set forth in Section 4.03(e), Lessee shall not be authorized to commence construction of the Parking Structure Project Component until Lessor shall have approved the final plans and specifications for the Parking Structure.

Section 3. Preliminary Parking Structure Plans and Specifications. Lessee has caused the preliminary plans and specifications for the Parking Structure to be prepared prior to the Effective Date, a schedule of which is attached hereto as EXHIBIT A (the "**Preliminary Parking Structure Plans and Specifications**"). Lessor hereby approves of the Preliminary Facilities Plans and Specifications for purposes of ensuring conformity with the Design Requirements.

Section 4. General Provisions.

- (a) *Full Force and Effect of Original Lease.* Except as expressly amended hereby, the Original Lease shall continue to remain in full force and effect in accordance with the provisions thereof. If there is any conflict between the terms of this Amendment and the terms of the Original Lease, the terms of this Amendment shall control.
- (b) *Counterparts; e-Signatures.* This Amendment may be signed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages. The Parties agree that digital or facsimile signatures shall be given the same legal effect as original signatures, and the Parties hereby agree to accept delivery of digital signatures by e-mail in "pdf" form, or *via* DocuSign, Adobe Sign, or any similar means of digital delivery.

(Signature page follows)

The undersigned have signed and delivered this First Amendment to Ground Lease Agreement to be effective as of the Effective Date.

The City:

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

By: _____

Sereniah Breland, City Manager

The Developer:

GRIFFIN/SWINERTON, LLC,
a Delaware limited liability company

By: _____

Roger Torriero, Principal

By: _____

Korin Crawford, Executive Vice President

EXHIBIT A

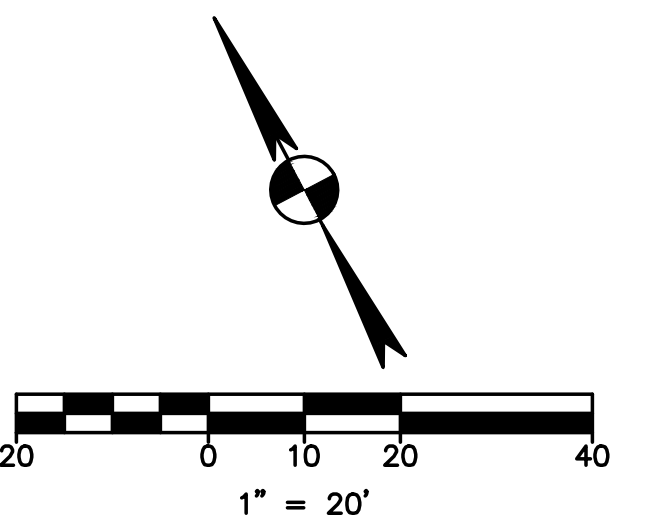
SCHEDULE OF PRELIMINARY PARKING STRUCTURE PLANS AND SPECIFICATIONS

(appears on immediately following page)

3D 29.075 ACRES
TY OF PFLUGERVILLE
NO. 2021279186
D.P.R.T.C.T.

RECREATION CENTER
97,544 GSF

FFE= 690.50



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Austin, Texas 78759
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FAX: 512.440.0001
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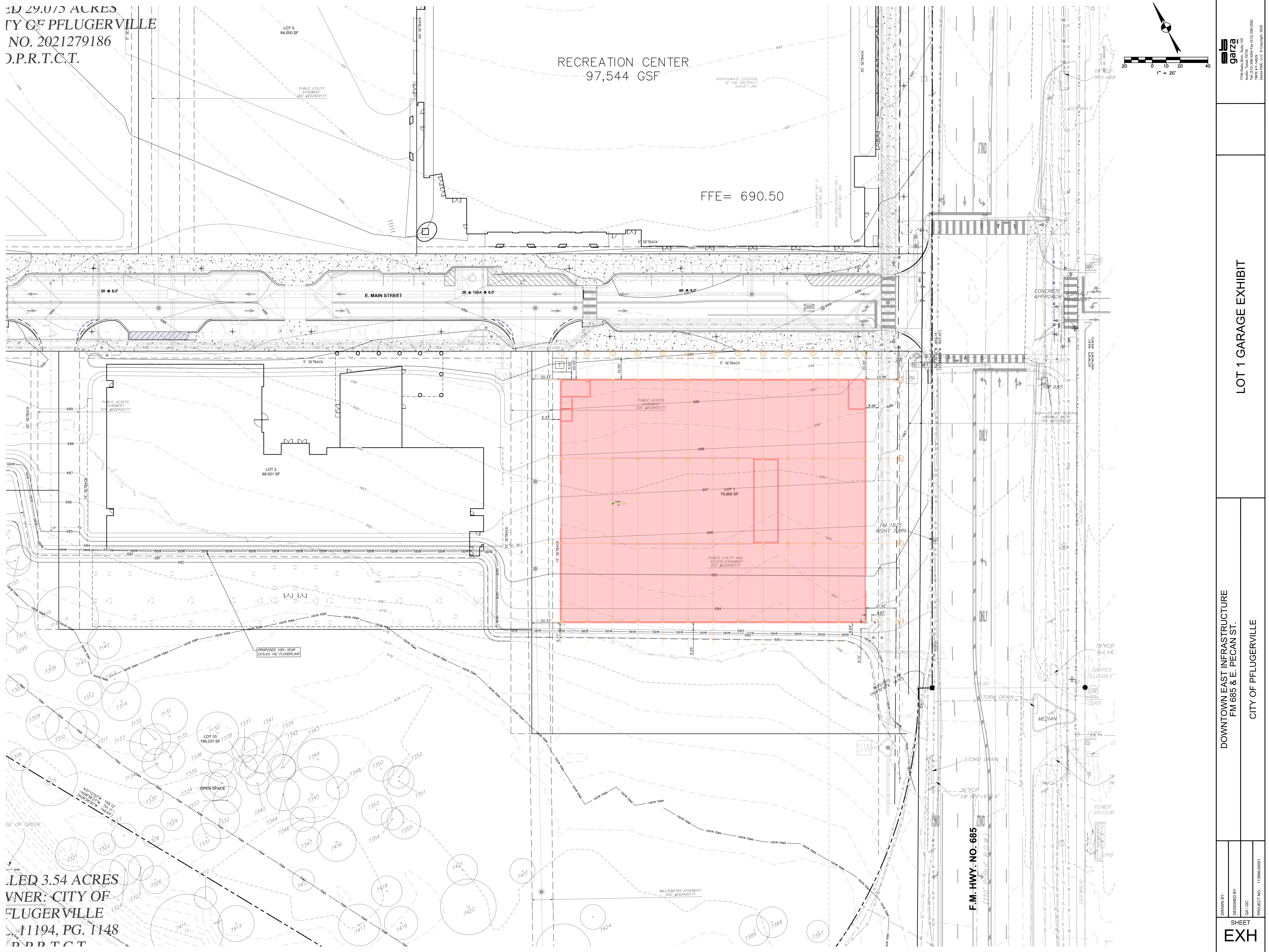
LOT 1 GARAGE EXHIBIT

DOWNTOWN EAST INFRASTRUCTURE
FM 685 & E. PECAN ST.

CITY OF PFLUGERVILLE

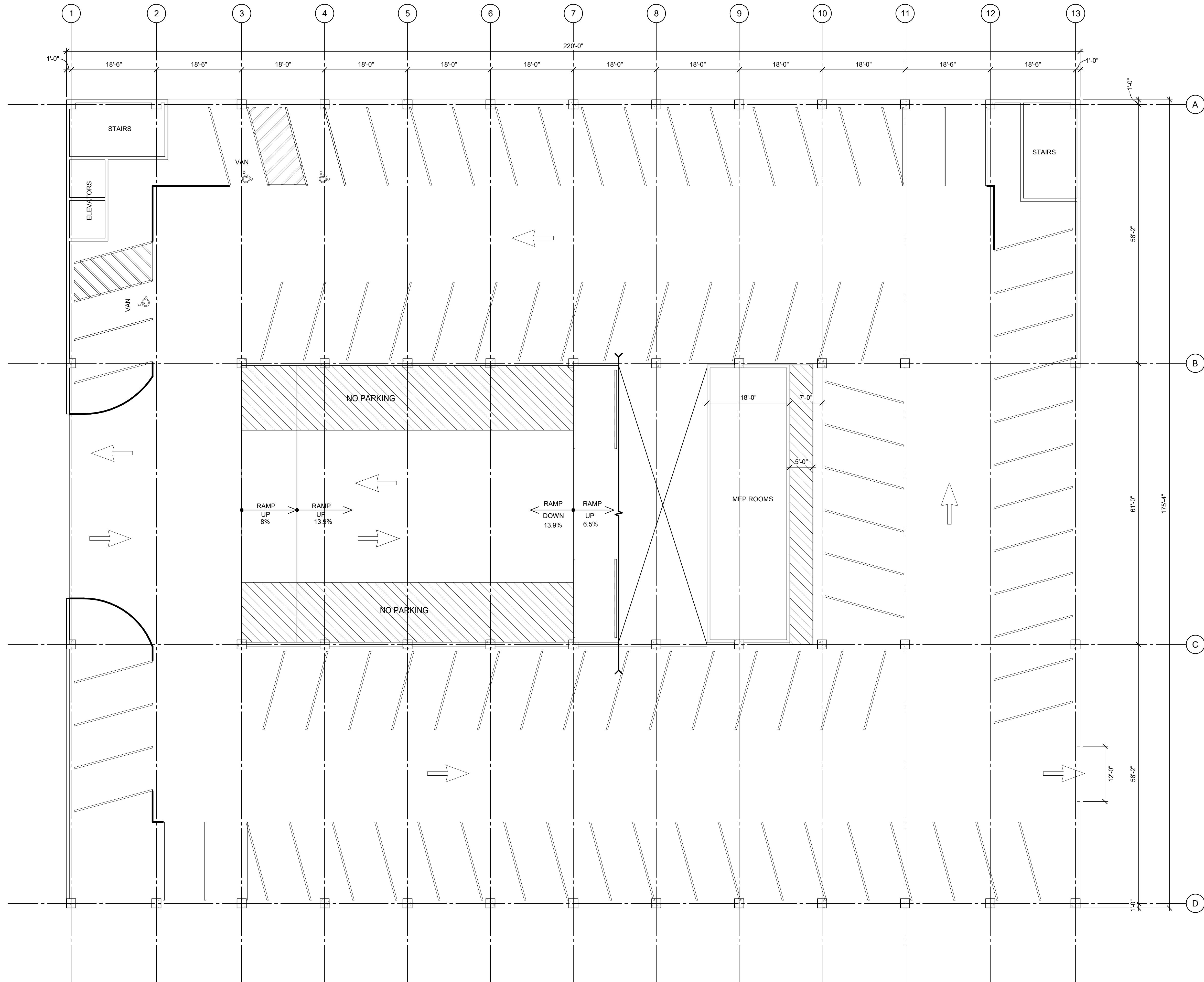
DRAWN BY:
DESIGNED BY:
ON / QC:
PROJECT NO.: 113985-0001
**SHEET
EXH**

LED 3.54 ACRES
VNER: CITY OF
FLUGERVILLE
11194, PG. 1148
D.P.R.T.C.T.

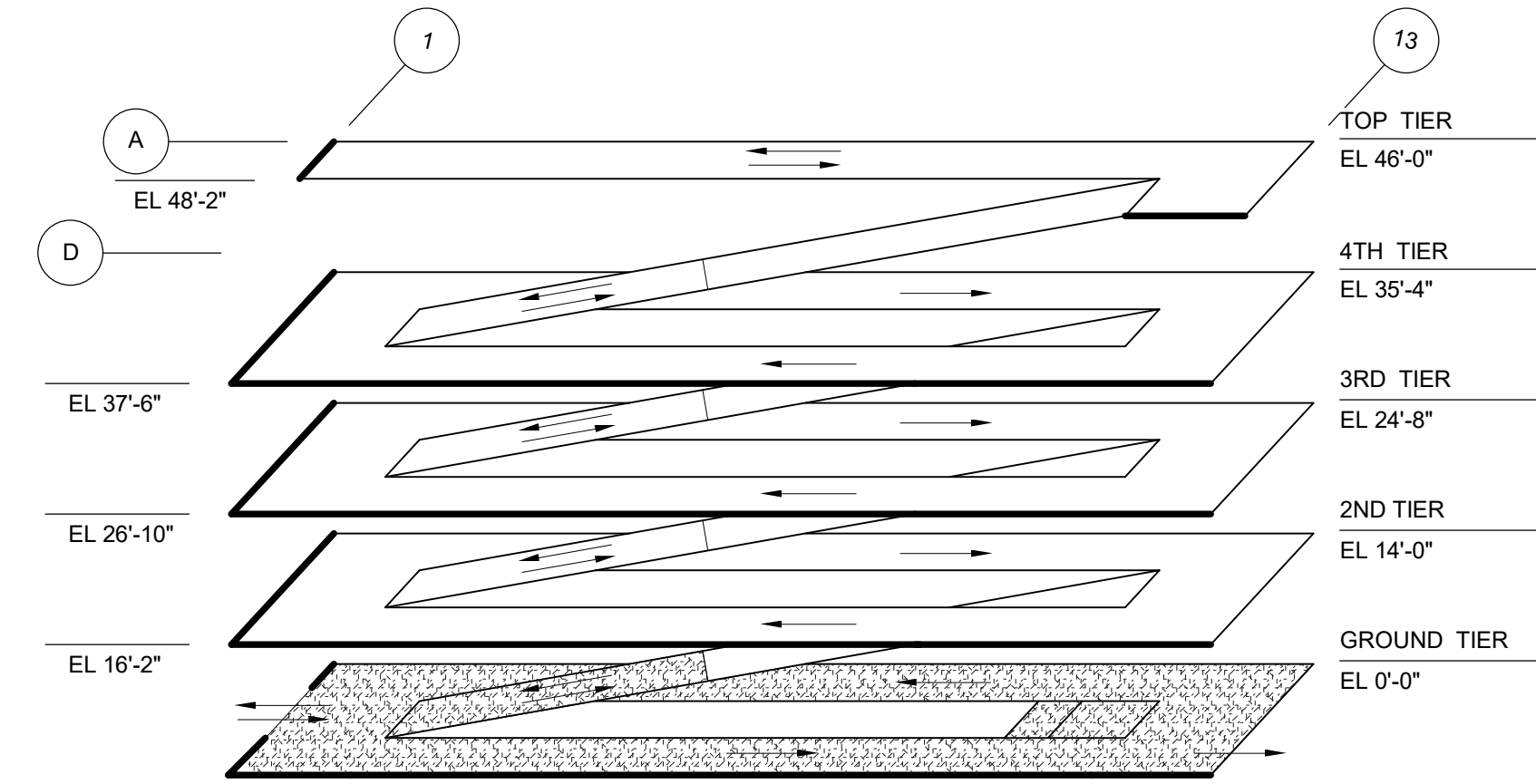


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CAR COUNT					
TIER	STANDARD	COMPACT	ACCESSIBLE CAR	ACCESSIBLE VAN	TOTAL
GROUND TIER	85	0	1	2	88
SECOND TIER	119	0	3	0	122
THIRD TIER	120	0	2	0	122
FOURTH TIER	120	0	2	0	122
FIFTH TIER	36	19	1	0	56
	480	19	9	2	510



1 GROUND TIER PLAN
3/32" = 1'-0"



ISOMETRIC

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

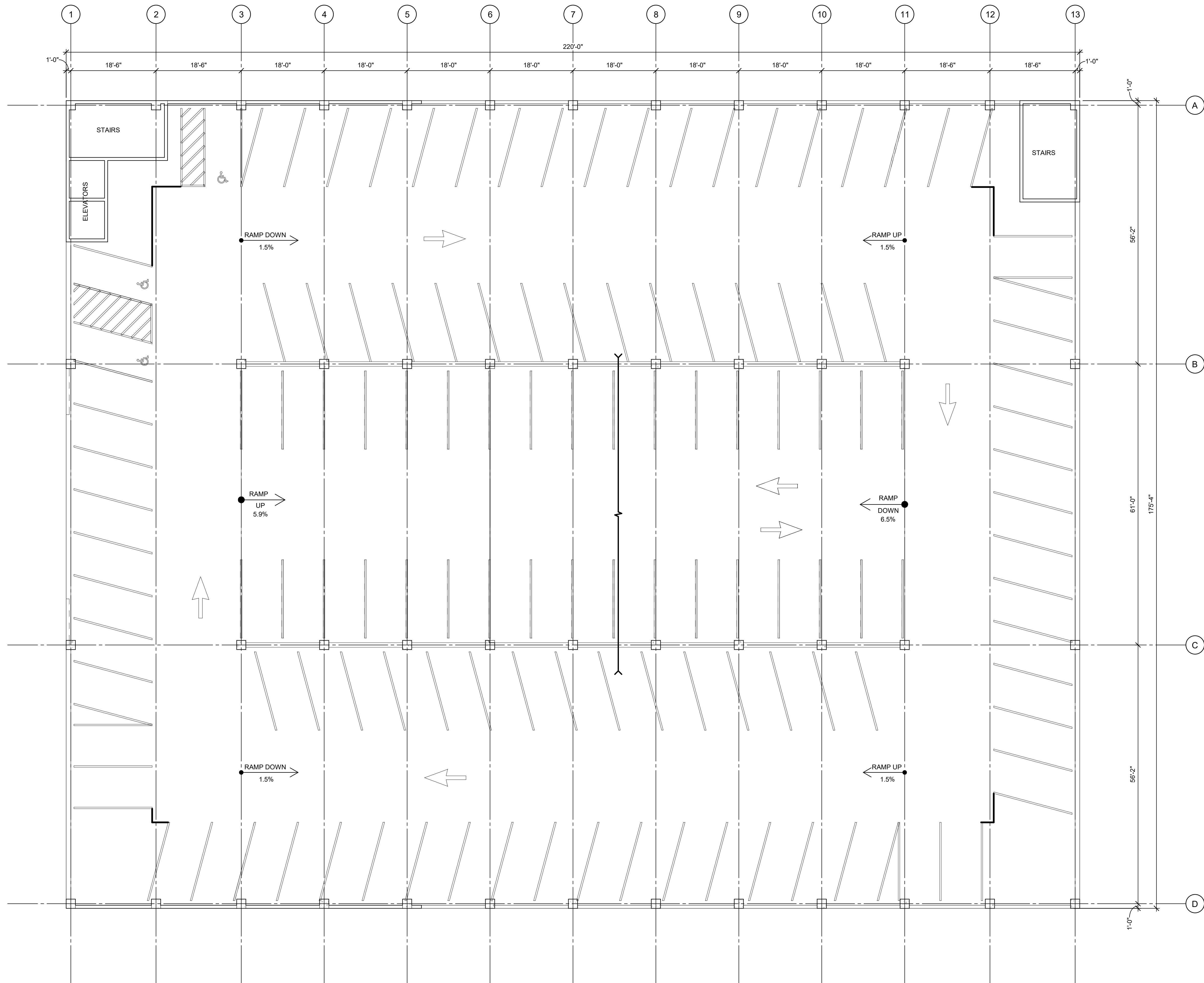
PFLUGERVILLE
OPTION 1
LEVEL OF SERVICE B

MARK	DATE	DESCRIPTION
REVISIONS		
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ISSUE DATE:	MM/DD/YYYY	
PROJECT NO:	Project	
DRAWN BY:	Author	
CHECKED BY:	Checker	

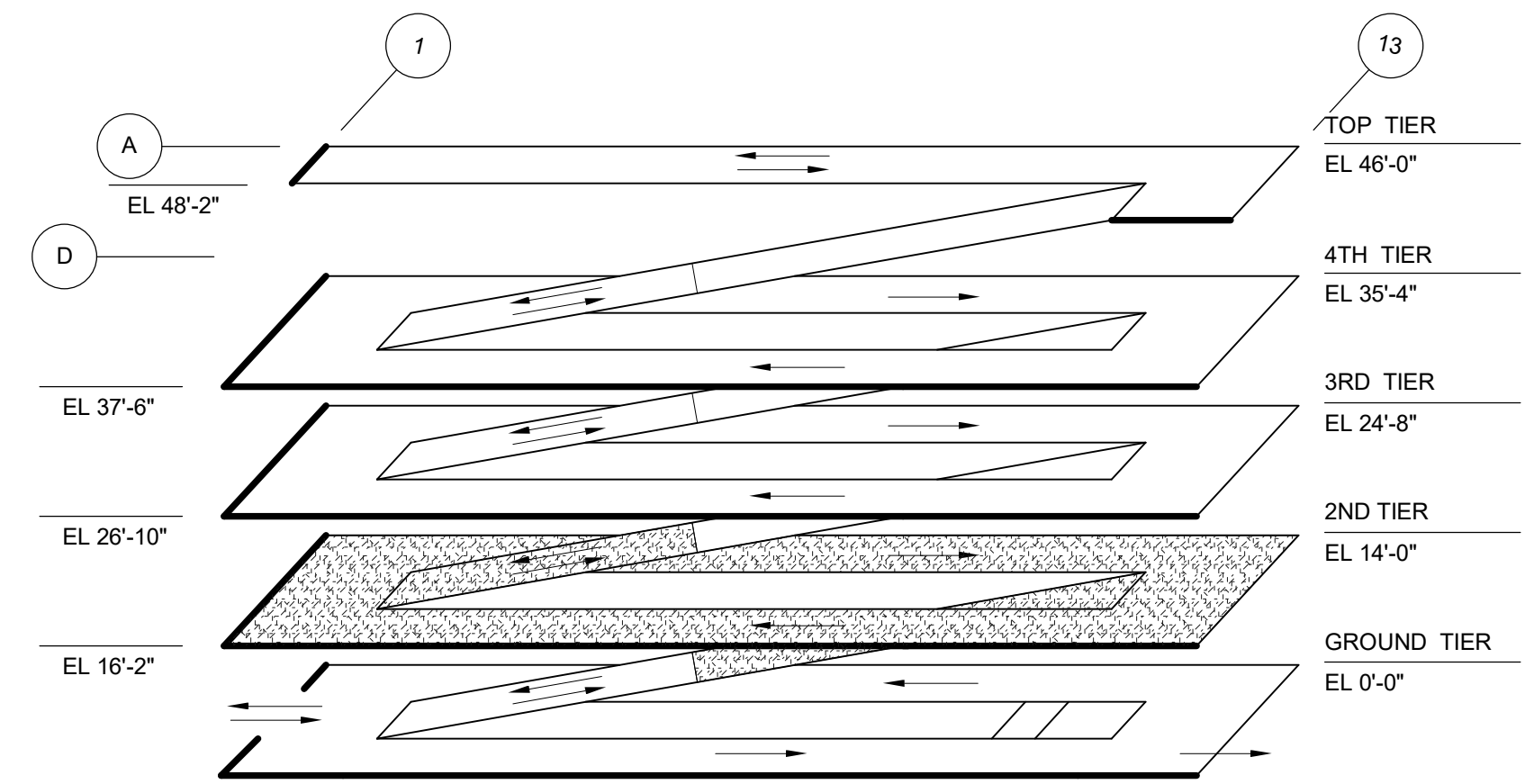
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SHEET TITLE:
GROUND TIER PLAN

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1 SECOND TIER PLAN
3/32" = 1'-0"



ISOMETRIC

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

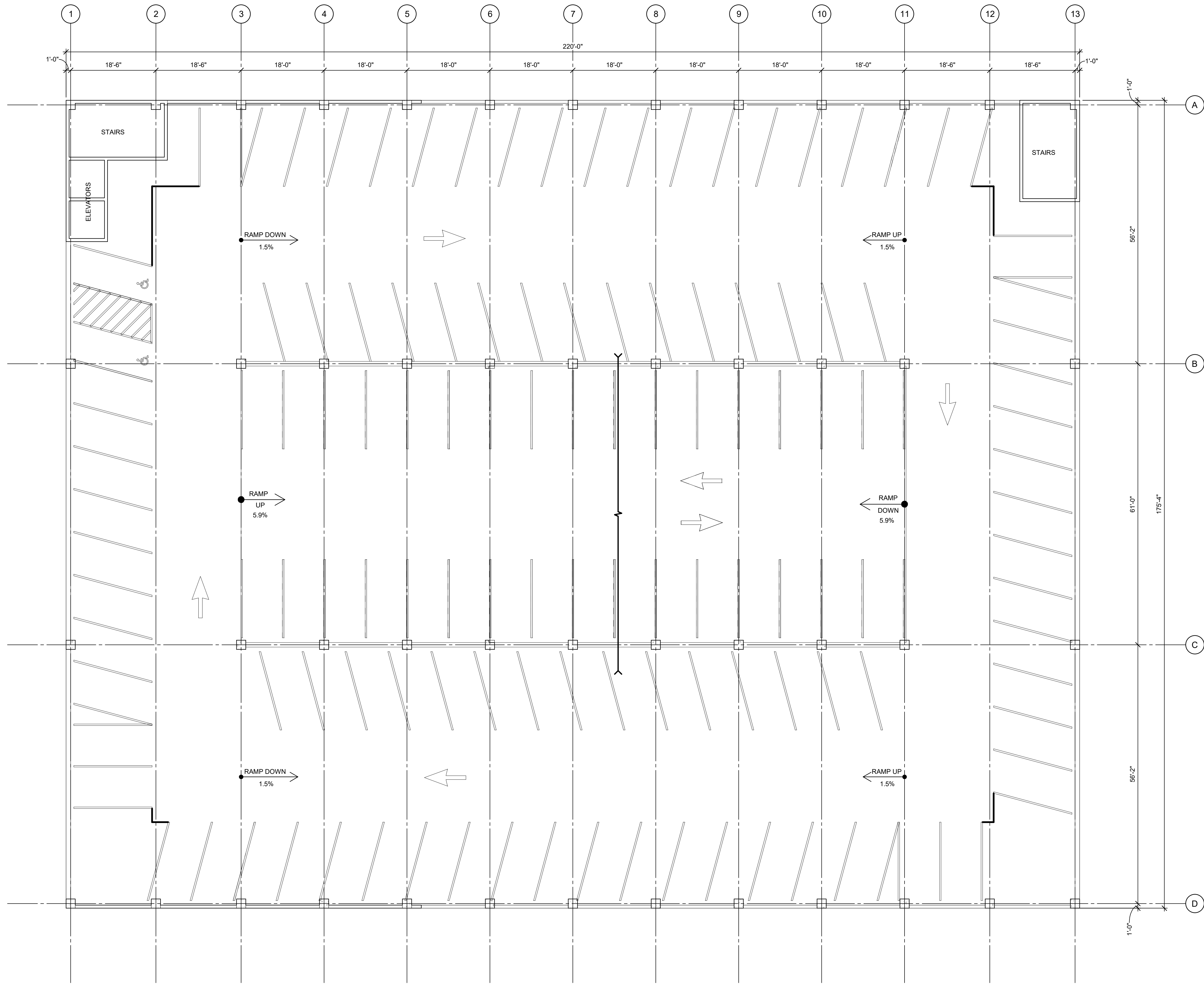
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OPTION 1
LEVEL OF SERVICE B

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PROJECT ISSUE		
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DRAWN BY: Author		
CHECKED BY: Checker		

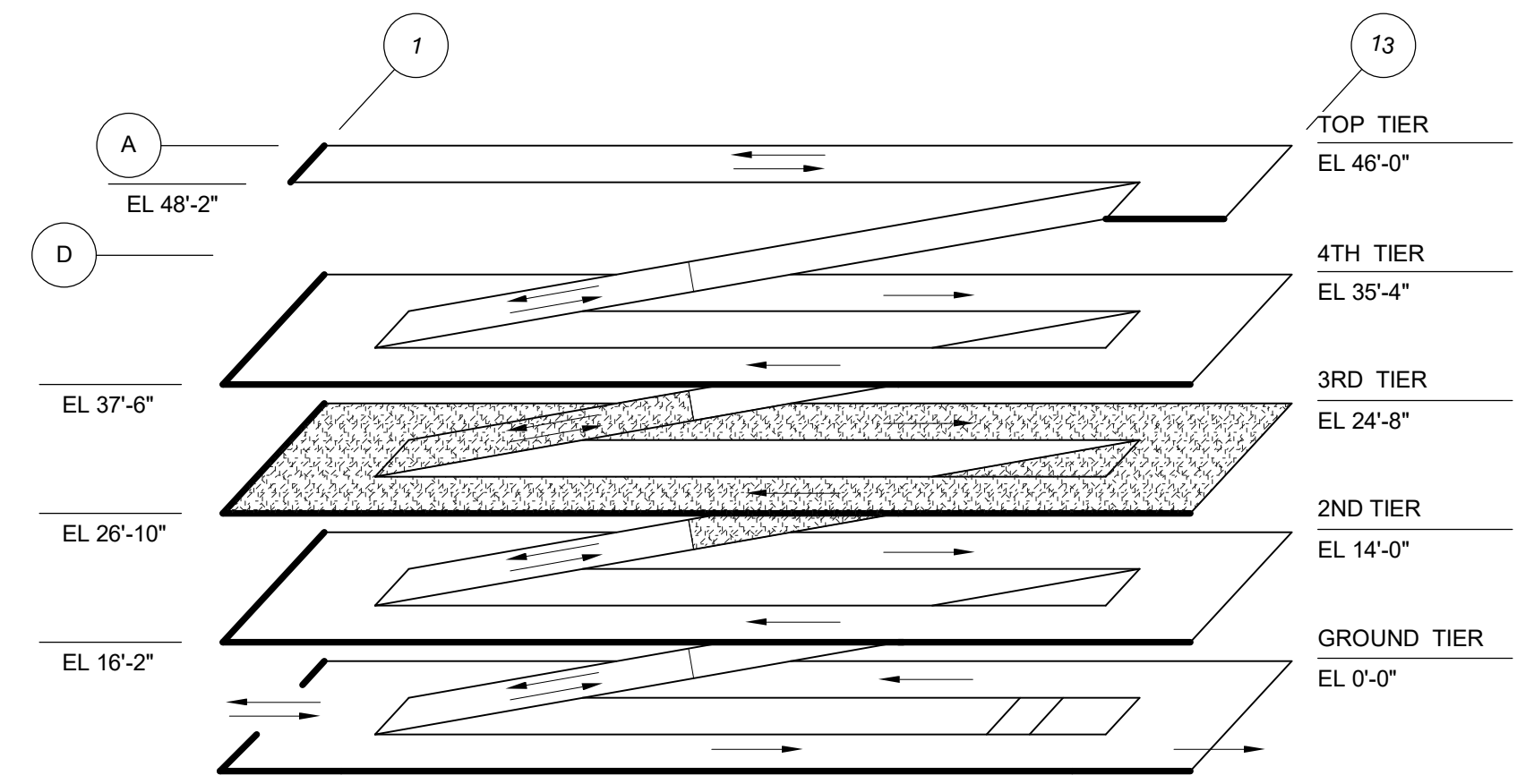
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SECOND TIER PLAN

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1 THIRD TIER PLAN
3/32" = 1'-0"



ISOMETRIC



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Houston TX 77058
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www.walkerconsultants.com

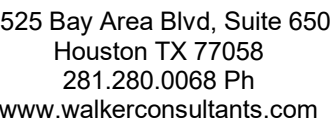
PRELIMINARY - DO NOT USE FOR CONSTRUCTION

PFLUGERVILLE
OPTION 1
LEVEL OF SERVICE B

MARK	DATE	DESCRIPTION
REVISIONS		
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2		ISSUE DATE: MM/DD/YYYY
3		PROJECT NO: Project
4		DRAWN BY: Author
5		CHECKED BY: Checker

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SHEET TITLE:
THIRD TIER PLAN



PRELIMINARY - DO NOT USE FOR CONSTRUCTION

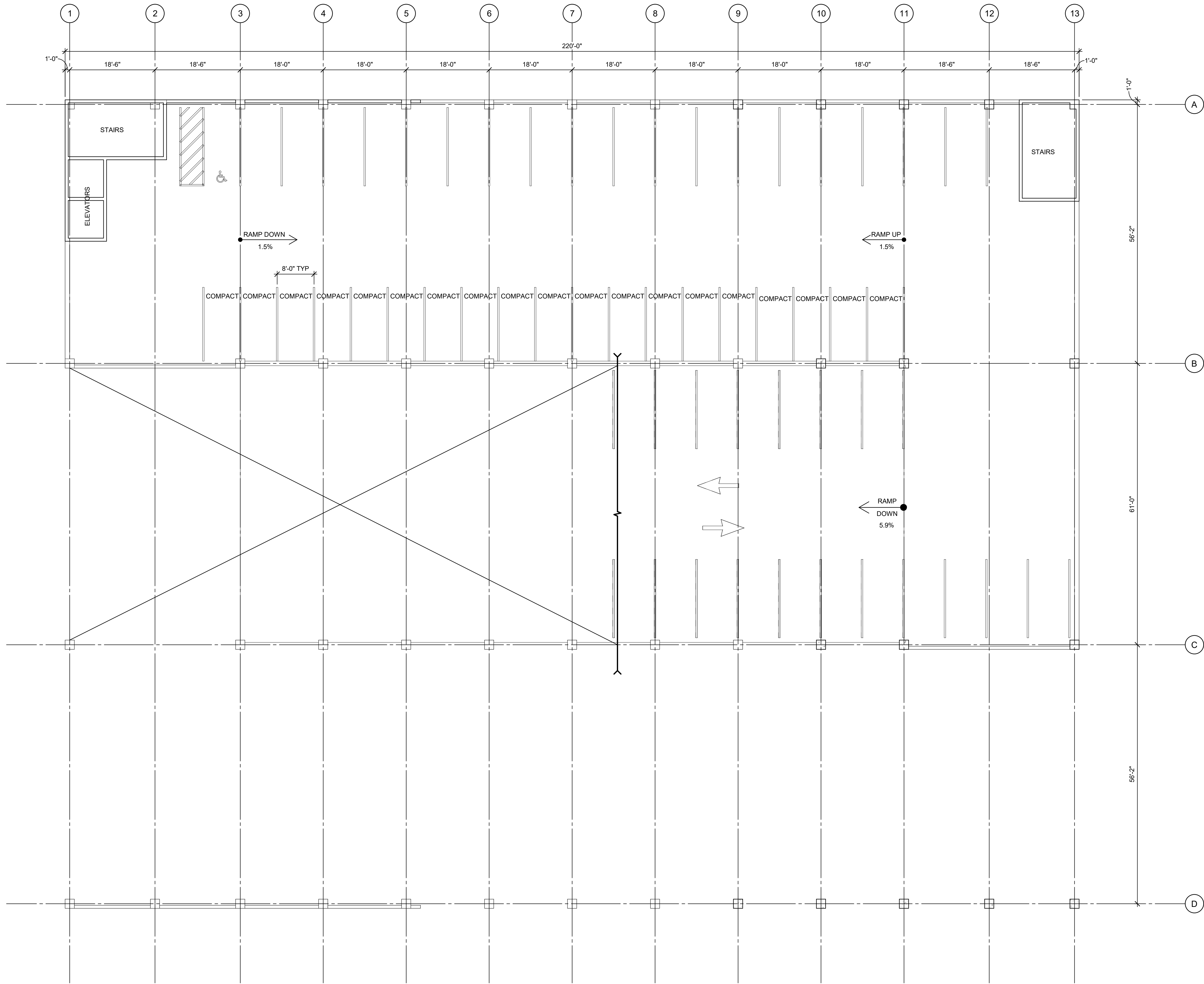
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OPTION 1
LEVEL OF SERVICE B

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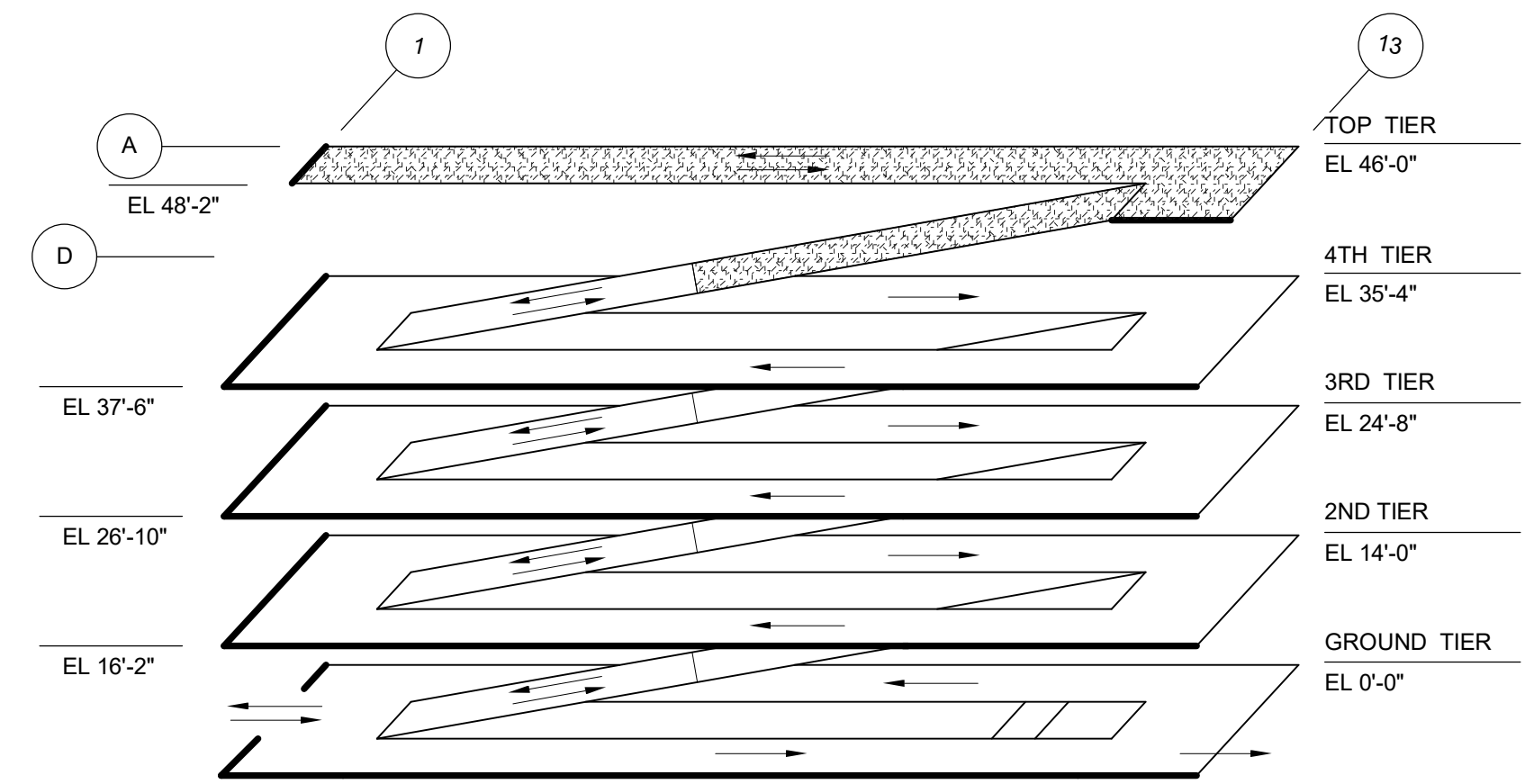
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SHEET TITLE:
FOURTH TIER PLAN

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1 FIFTH TIER PLAN
3/32" = 1'-0"



ISOMETRIC

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

PFLUGERVILLE
OPTION 1
LEVEL OF SERVICE B

MARK	DATE	DESCRIPTION
		REVISIONS
		PROJECT ISSUE
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		PROJECT NO: Project
		DRAWN BY: Author
		CHECKED BY: Checker

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FIFTH TIER PLAN