

**DEVELOPMENT AGREEMENT  
(Meadowlark Preserve)**

THE STATE OF TEXAS                    §  
  §                   KNOW ALL BY THESE PRESENTS:  
COUNTY OF TRAVIS                   §

**THIS DEVELOPMENT AGREEMENT** (“*Agreement*”) is entered into between the CITY OF PFLUGERVILLE, TEXAS, a Texas home-rule municipality (“*City*”); and MEADOWLARK PRESERVE, LLC, a Delaware Limited Liability Company (“*Developer*”). In this Agreement, City and Developer are sometimes individually referred to as a “*Party*” and collectively referred to as the “*Parties*”.

**RECITALS**

**WHEREAS**, Developer owns approximately 98.106 acres of land located within the extraterritorial jurisdiction (“*ETJ*”) of City (the “*Property*”) as more particularly described by metes and bounds on the attached **Exhibit “A”**; and

**WHEREAS**, Developer intends to develop the Property as a master-planned single family community in accordance with the terms of this Agreement (the “*Project*”); and

**WHEREAS**, Contemporaneously herewith, the City will use its best efforts to create a public improvement district (“*PID*”) that will include the Property and will provide utility, roadway, drainage, parks and related infrastructure to support the Project in a financially feasible manner in accordance with Chapter 372 of the Texas Local Government Code (the “*PID Act*”) and all other applicable state law; and

**WHEREAS**, Developer and City desire to enter into this Agreement in order to encourage comprehensive master-planning of the Property, provide for annexation of the Property into the City, provide for creation of the PID, provide certainty of regulatory requirements throughout the term of this Agreement, all for purposes of ensuring a high-quality community for the benefit of the present and future residents of City and the Project; and

**WHEREAS**, Developer is requesting annexation of the Property; and

**WHEREAS**, Developer will create and pursue a Planned Unit Development (PUD) rezoning application to establish zoning on the Property which will incorporate the development standards contemplated within this Agreement and be fully consistent with the Concept Plan (defined below); and

**WHEREAS**, the Developer has received a written disclosure regarding annexation pursuant to Sections 43.004 and 212.172 (b-1) of the Texas Local Government Code; and

**WHEREAS**, this Agreement shall be recorded in the real property records of Travis County pursuant to Section 212.172(c) of the Texas Local Government Code; and

**NOW, THEREFORE,** in consideration of the foregoing premises and the mutual promises and agreements contained in this Agreement, the Parties agree as follows:

**I.  
ANNEXATION MATTERS**

**1.01 Annexation.**

(a) The Parties acknowledge that the Property is subject to that certain “Chapter 43 Texas Local Government Code Development Agreement” dated March 26, 2008 entered into by the City and Raymond Willie Hees recorded as Document No. 2008053957 in the Official Public Records of Travis County, Texas (the “*Non-Development Agreement*”). The Non-Development Agreement generally provides for the continuation of the extraterritorial status of the Property for so long as it is used for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Tax Code, and prohibits development of the Property until the Property has been annexed into the City.

(b) Developer covenants and agrees not to file any type of subdivision application or application for approval for development of the Property with Travis County or the City until the Property has been annexed, and zoned by the City. Developer further covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, until the Property has been annexed, and zoned by, the City. Notwithstanding the foregoing, in the event the City fails to annex the Property within 90 days of a written request by the Developer, then the prohibitions set forth in this paragraph shall terminate for all purposes effective upon the City’s decision and the Developer’s annexation application attached hereto as **Exhibit “F”** shall be deemed withdrawn.

(c) Upon annexation of the Property into the City, the City shall provide those municipal services to the annexed lands as required by applicable law in the same manner as other areas of the City with similar characteristics of topography, land use, and population density and as specifically provided for in this Agreement. Pursuant to the requirements of Texas Local Government Code Section 212.172, Developer acknowledges receipt of the mandatory disclosures required by the Section as shown in the attached Exhibit F.

(d) The Parties acknowledge that the foregoing annexation provisions have been agreed upon pursuant to the authority set forth in Section 212.172 of the Texas Local Government Code, which authorizes the governing body of a municipality to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality to provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties, and further provides for the parties to such agreement to specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties. The Parties acknowledge a written disclosure regarding annexation was provided to the property owner pursuant to Section 212.172(b-1) of the Texas Local Government Code.

(e) The Parties acknowledge that Developer is voluntarily requesting annexation and that all requirements provided for under Chapter 43 of the Texas Local Government Code have

been complied with regarding authority to annex the Property and that this Agreement satisfies the requirements for a service agreement as required by Texas Local Government Code Section 43.0672.

(f) Upon execution of this Agreement by the Parties and full-purpose annexation of the Property into the City of Pflugerville, the Non-Development Agreement shall terminate for all purposes, and shall be of no further force and effect. Upon request of either Party, the Parties shall execute and record an instrument in the Official Public Records memorializing termination of the Non-Development Agreement.

## **II. CONCEPT PLAN AND DEVELOPMENT MATTERS**

2.01 **Development of the Property.** Subject to an approved rezoning of the Property as a Planned Unit Development, the Property shall be developed in compliance with the requirements of this Agreement and the Concept Plan attached hereto as **Exhibit “B”** (the “*Concept Plan*”). The Developer agrees to cooperate with the City staff in good faith in connection with the preparation and finalization of the Preliminary Plan for the Project to provide for additional pedestrian connections within the Property that do not materially (i) affect the Concept Plan or Project, or (ii) materially increase Developer’s costs. Notwithstanding the above and anything to the contrary contained in this Agreement, Developer hereby agrees that if the Project has not been completed within five (5) years after the issuance of the first building permit within the Project, then the term “*UDC*” shall automatically be amended to mean the City’s Unified Development Code then currently in effect and as subsequently modified from time to time.

2.02 **Design and Construction Standards.** Developer agrees to City’s subdivision design standards as set forth in the City’s Engineering Design Manual and Construction Standards, and the UDC standards, except as otherwise provided for in this Agreement or the approved rezoning ordinance.

2.03 **Street Construction.** Street layouts will be generally as shown on the Concept Plan (**Exhibit “B”**), and all streets will be constructed in accordance with the applicable City design and construction standards in effect as of the effective date of this Agreement. Changes to the street layout may be made so long as the changes either (i) comply with this Agreement and applicable Travis County regulations; (ii) are approved by the City Manager or their authorized designee in writing, or (iii) are minor changes required by staff during the approval process for subdivision plats. If the City Manager or their authorized designee does not approve a modified street layout, Developer may submit a request for a variance from the Planning and Zoning Commission. The City agrees that all roads located within the Property shall be sized solely to accommodate development, including requirements for emergency services providers to serve the future residents within the Property as reflected on the Concept Plan except for the East Pflugerville Parkway Extension, as described in Section 2.04 below.

2.04 **East Pflugerville Parkway Extension.** Developer shall dedicate to the City right-of-way required for the East Pflugerville Parkway Extension within the Property as depicted in the Concept Plan. Developer shall dedicate right-of-way lands required for the ultimate width of the parkway extension, which the Parties agree is 120 feet in width; provided, however, Developer

shall be responsible only for funding and construction of two (2) lanes of the East Pflugerville Parkway Extension (one lane in each direction), a bike trail, streetlights, and a sidewalk on both sides of the street. The lanes to be constructed by Developer shall be located on one side of the center point of the East Pflugerville Parkway Extension at buildout (such that one of the traffic flow direction of one lane constructed by Developer will be reversed in the future). The Developer-constructed lanes and appurtenances shall be designed and constructed to conform to the City of Pflugerville Transportation Master Plan (the “*TMP*”) and in accordance with the City’s Engineering Design Manual and Construction Standards, as may be amended by this Agreement or the approved rezoning ordinance. Developer’s design, permitting and construction costs relating thereto are collectively referred to herein as the “*EPPE Costs*.” Developer shall not be responsible for subsequent expansion of the East Pflugerville Parkway Extension within the Property, or any portion of the roadway extension to be located outside the Property. Developer (i) shall not be obligated to construct a sidewalk on the half loaded street located immediately south of the East Pflugerville Parkway Extension, and (ii) shall install a meandering 6’ sidewalk in the open space area between the aforementioned two streets which shall serve the dual purpose of satisfying the sidewalk requirements for both streets, and (iii) shall construct a 6’ sidewalk in the right of way of East Pflugerville Parkway on the north side.

#### 2.05 **Roadway Impact Fees.**

(a) The City has adopted a roadway impact fees (“*RIFs*”) program via Ordinance 1470-20-11-24 (the “*Ordinance*”) on November 24, 2020, the requirements for which are codified in Chapter 152 of the City’s Code of Ordinances. The Ordinance requires, upon the issuance of a building permit, payment of RIFs according to the Roadway Service Area in which real property being developed is located. In accordance with the Ordinance, Developer shall be responsible for payment of the RIFs in an amount equal to \$5,077.92 per Residential Service Unit (as defined by the Ordinance) payable at the time the City issues a building permit; provided, however, Developer’s total RIF payment obligation for the Property shall be credited by Developer’s EPPE Costs in accordance with Section 2.05(b) below. If the Property is not final platted in full by January 1, 2024, then the Roadway Impact Fee for Area C in place at the time of final platting of the Property will apply.

(b) The Ordinance authorizes the City to enter into a credit agreement with an owner/developer of a tract of land which memorializes the RIF credits for the costs of roadway capital improvements and/or the construction of roadway facilities included in the City’s TMP. The Developer acknowledges that Developer right-of-way dedication of East Pflugerville Parkway shall not be eligible for a RIF credit. The Parties intend for the terms of this Section 2.05 to constitute such a credit agreement. The City acknowledges and agrees that the East Pflugerville Parkway Extension is included in the TMP. Accordingly, in accordance with the Ordinance, the City hereby agrees to credit Developer’s total RIF payment obligation by Developer’s EPPE Costs, as approved by the City Engineer, which approval shall not be withheld or delayed provided Developer provides written documentation in reasonable detail supporting its EPPE Costs. A credit does not constitute a payment by the City and will be applied at the time of building permit application. After application of such RIF credit at the time of building permit application, the City agrees that the RIFs received by City from Developer for the Property in excess of the EPPE Costs shall be expended by City in accordance with State law. To the extent the EPPE Costs are eligible for financing under the PID Act, the City agrees that the amount of

the EPPE Costs in excess of the RIF Credit shall be included in the project costs to be reimbursed with the proceeds of the PID Bonds.

2.06 **Deed Restrictions.**

(a) Developer agrees to create a mandatory homeowners' association (“HOA”) within the Property that will have the power and duty to own and maintain community parks, open space and landscape areas, and enforce deed restrictions. The deed restrictions shall contain the design standards listed in **Exhibit “C”** attached hereto and such design standards shall be mandatory within the Property. Prior to the recordation of a final plat, the Developer, acting on behalf of the HOA, shall secure a park development and license agreement with the City to maintain the parks, open spaces, and detention ponds in perpetuity for areas within that respective final plat.

(b) Disputes related to the duty to maintain community parks shall be resolved in accordance with the provisions of **Article VI** of this Agreement.

2.07 **Park and Recreation Facilities.** Park and recreational facilities will be developed at the locations shown in the Concept Plan and Parks, Open Space & Trails Plan, as provided in **Exhibit “D”**. The following terms shall apply to the park and recreational facilities:

- (a) Parkland dedication requirements and the park development fee will be calculated in accordance with Subchapter 14 of the UDC and the City of Pflugerville Parks Development Manual in place at the time the Property is preliminary planned.
- (b) Except for the private amenity center and swimming pool shown in **Exhibit “B”** and **“D”** attached hereto which will be owned and maintained by the HOA, the parks and open space shown in **Exhibit “B”** and **“D”** shall be available for use by the public, owned by the City, and subject to a perpetual maintenance agreement with the HOA.
- (c) The City shall accept ownership of all water quality and detention ponds provided the HOA is obligated by easement and maintenance agreement, in a form acceptable by the City, to maintain and repair the water quality ponds in perpetuity at the HOA’s sole cost and expense.

2.08 **Cul-de-Sac Limitations.** Cul-de-sac lots located in the Property must be a minimum of 100 feet deep. Lot width on a cul-de-sac shall be determined at the front building setback line and be a minimum of forty feet (40’) wide. Notwithstanding any City ordinances or regulations to the contrary, the Parties agree that individual cul-de-sacs may contain up to, but not more than, 40 single family residential lots.

2.09 **Lot Sizes and Related Limitations.**

- (a) There will be no more than 375 total single family lots platted within the Property.
- (b) All lots less than forty five (45) wide must be either (i) alley-served for garage access, or (ii) provide a drive to the rear of the lot for a free-standing garage with optional living space above. Paseo lots shall use front green space access in lieu of paved street access with

parking consolidated in nearby walking access areas. Alley-served lots and Paseo lots located within the Property must be a minimum of 110 feet deep.

(c) Lots of 45 and 50 foot front width are encouraged, but not required, to have side yard orientation with patios and greenbelt spaces focused along the length of the lot, and lot options such as zero lot line, duplex, and zipper lots shall be considered acceptable lot options in conjunction with such side yard orientation upon approval through the zoning process.

(d) Lots within the Property shall be subject to the following restrictions regarding lot sizing and distribution; provided, however the total number of allowable lots for any lot size category may vary by not more than five percent (5%) to allow for minor design and platting adjustments by Developer:

<b>Lot Size Category</b>	<b>Maximum Number of Lots (Prior to 5% adjustment)</b>	<b>Maximum Percentage (With 5% adjustment)</b>
40' x 110' Alley	90	24% (25.2%)
40' x 110' Alley Paseo	56	14.9% (15.7%)
45' x 120' Front	112	29.9% (31.4%)
50' x 120' Front	117	31.2% (32.8%)
	<p><b>Note:</b> 117 represents the minimum number of lots that must be sized 50' x 120'. As a result, the 5% authorized adjustment will only be applicable for purposes of increasing, but not decreasing, the total number of such lots.</p>	

(e) In addition to the forgoing, **Exhibit "I"** attached hereto contains additional standards for the Lots within the Property.

### III

#### UTILITY FACILITIES AND SERVICES

2.10 **Construction of Internal Facilities.** The Developer, at the Developer's sole expense, shall construct all utility infrastructure improvements that are necessary and required to serve the Property (the "*Subdivision Infrastructure Improvements*"), including the drainage system and storm water management improvements; the water distribution system, and all associated piping, valves, and hydrants within designated easements or rights of way up to the customer side of the meter; and the wastewater collection system, including all piping and manholes up to the

point of service entry by a single customer. The Subdivision Infrastructure Improvements shall not include any lift stations. The Subdivision Infrastructure Improvements will be designed and constructed in accordance with applicable ordinances, rules and regulations of the City and any other governmental agency with jurisdiction; provided, however, the City agrees that the applicable standards governing design of the internal water subdivision transmission and distribution system shall be those required by Manville Water Supply Corporation (“Manville”). The Subdivision Infrastructure Improvements shall be constructed in accordance with plans and specifications approved by the City (but in the event of a conflict, the plans and specifications of Manville for water system improvements shall control), which shall not be unreasonably withheld or delayed. In connection with the construction of the Subdivision Infrastructure Improvements, the Parties agree as follows: (i) the City shall reimburse the incremental costs of any oversizing of City infrastructure as required by the City; and (ii) the City shall not pay any oversizing costs for oversizing requested by Developer.; (iii) no easements within the Property shall be wider than twenty feet (20’); and (iv) the City shall not impose any requirements relating to the Subdivision Infrastructure Improvements for the benefit of other lands in a manner that would materially and adversely impact development of the Property in accordance with the Concept Plan or result in material delays in development of the Property by Developer.

2.11 **Offsite Facilities.** The Developer, at the Developer’s sole expense, shall construct all utility infrastructure improvements located outside the Property (excluding the Regional Lift Station) that are necessary and required to serve the Property (the “Offsite Infrastructure Improvements”), including the water, wastewater, and drainage system. The Offsite Infrastructure Improvements will be designed and constructed in accordance with applicable ordinances, rules and regulations of the City and any other governmental agency with jurisdiction; provided, however, the City agrees that the applicable standards governing design of the internal water subdivision transmission and distribution system shall be those required by Manville. The Subdivision Infrastructure Improvements as related to water services shall be constructed in accordance with plans and specifications approved by the City (but in the event of a conflict, the plans and specifications of Manville WSC shall control), which shall not be unreasonably withheld or delayed. Developer shall fund and construct an offsite wastewater line extension (the “Offsite Wastewater Line Extension”) to connect the internal wastewater collection system to a regional lift station to be funded and constructed by the City (the “Regional Lift Station”), said Offsite Wastewater Line Extension and Regional Lift Station being more particularly described and depicted in **Exhibit “E”** attached hereto. Developer shall also be responsible for securing an easement for the Offsite Wastewater Line Extension in a form reasonably specified by the City and at no cost to the City.

If Developer is unable to obtain the easement for the Offsite Wastewater Line Extension after using good faith efforts to do so, the City shall acquire the easement for the Offsite Wastewater Line Extension, using its powers of eminent domain if necessary, at Developer’s sole cost and expense and after receipt of notice from the Developer; subject to the terms and conditions set forth herein. The exercise of the power of eminent domain by the City shall be subject to the determination by the City Council that a public necessity exists for acquisition of the easement for the Offsite Wastewater Line Extension. Nothing herein shall be construed to obligate the City to contract away its legislative discretion or to obligate the City to exercise the power of eminent domain if it does not make a determination of public necessity, and the City retains its legislative discretion for all purposes. As a part of the written request from Developer requesting that the

City acquire the easement for the Offsite Wastewater Line Extension, the developer shall provide (i) documentation of their good faith efforts to secure the easement for the Offsite Wastewater Line Extension (including but not limited to offers, counteroffers, positions of the parties, etc.), and (ii) shall confirm its intent to construct the Offsite Wastewater Line Extension, and (iii) shall provide a preliminary written estimate to City of projected costs and expenses of the City related to acquisition of the easement for the Offsite Wastewater Line Extension. Developer shall provide payment in the amount of the written estimate to the City within ten (10) days thereafter. Notwithstanding the foregoing, Developer shall further pay all costs and expenses incurred by the City relating to the acquisition of the easement for the Offsite Wastewater Line Extension, including, without limitation, payment of a negotiated sum for purchase of an easement, and purchase or condemnation costs incurred by the City, including any litigation related thereto (including legal fees, witness costs, and court costs). In the event that (i) the actual costs of easement acquisition exceed the original estimate, Developer shall provide payment of the additional amount within ten (10) days of receipt of a written request for payment from the City; or (ii) the actual costs of easement acquisition are less than the original estimate, the City shall promptly refund the excess amount to Developer.

2.12 The City approves the routing and size of the Offsite Wastewater Line Extension as depicted in said **Exhibit "E"**. In connection with the construction of the Offsite Infrastructure Improvements, the Parties agree as follows: (i) the City shall reimburse the incremental costs of any oversizing required by the City; (ii) the City shall not pay any oversizing costs for oversizing requested by Developer; (iii) City shall be responsible for securing the easements required for the Offsite Infrastructure Improvements (excluding those required by Manville and for the Offsite Wastewater Line Extension); and (iv) the City shall not impose any requirements relating to the Offsite Infrastructure Improvements for the benefit of other lands in a manner that would materially and adversely impact development of the Property in accordance with the Concept Plan or result in material delays in development of the Property by Developer.

2.13 **Ownership, Operation and Maintenance of On-Site Facilities and Off-Site Subdivision Improvements.** Upon completion of construction or acquisition of the Subdivision Infrastructure Improvements and Offsite Infrastructure Improvements, the Developer will convey such infrastructure and all required easements located within the Property by instrument required by the City free of all liens and encumbrances to the City (excluding easements and facilities to be conveyed to Manville) subject to: (i) the reservation of sufficient capacity interest in the improvements for service to the Property, and (ii) the Developer's right to reimbursement from the PID. The City agrees to accept said On-Site Facilities (herein so called) and Off-Site Subdivision Improvements for operation and maintenance upon completion of construction in accordance with this Agreement, release of all liens, the assignment of two-year maintenance bonds from the construction contractor to the City, and compliance with any other terms set forth in the City's, and any other governmental agency with jurisdiction, rules, regulations, and ordinances. The City's acceptance shall be evidenced by letter of acceptance promptly furnished by the City to Developer. Upon such acceptance, the City shall be responsible for (i) all costs and expenses associated with the Subdivision Infrastructure Improvements and Offsite Infrastructure Improvements, and (ii) exercising any rights as beneficiary under the maintenance bond; and the Developer shall be released of any and all obligations related to the facilities accepted by the City. The Subdivision Infrastructure to be conveyed by Developer to the City shall include all detention and water quality ponds within the Property; provided the City shall have no obligation to accept



ownership unless and until the HOA assumes the obligation by license agreement to maintain and repair such facilities in perpetuity.

#### 2.14 **Retail Water and Wastewater Services.**

(a) The City shall provide retail wastewater services to all customers within the Property on the same terms as other similarly-situated retail customers located within the City.

(b) The Parties acknowledge that the Property is currently located within the certificated water service territory of Manville, as defined by its certificate of convenience and necessity (“*CCN*”). Manville shall be the retail water service provider to the Property.

(c) The City agrees that the impact fees payable for new wastewater service connections in the Property shall be those applicable to basin in which the Regional Lift Station is located and in the amount per LUE in effect as of the effective date of Agreement.

2.15 **Regional Lift Station Matters.** The City has informed Developer that the City intends to complete construction of the Regional Lift Station so that it is in operation by June 31, 2024 (the “*Regional LS Completion Date*”). In the event that Developer completes the Offsite Wastewater Line Extension by the Regional LS Completion Date, but the City has not yet completed the Regional Lift Station by said date, then the City shall provide pump and haul collection and disposal of the wastewater generated within the Property at no cost or expense to the Developer until the Regional Lift Station is completed and operational. The City agrees that Developer may provide for the pump and haul disposal of wastewater generated within the Property prior to the Regional LS Completion Date, but Developer shall be responsible for all costs and expenses associated therewith. The City specifically acknowledges and agrees that the completion of construction of the Regional Lift Station shall not be a condition to issuance of certificates of occupancy by the City.

2.16 **Solid Waste and Recycling Services.** The City shall provide solid waste disposal and recycling services to all customers within the Property in the same manner as other areas of the City with similar characteristics of topography, land use, and population density.

2.17 **Dry Utilities.** Any natural gas, electric, telephone and data communication utility infrastructure plans shall be designed to meet the requirements of the specific utility service provider and shall be inspected and accepted for maintenance by said utility service provider. The City is under no obligation to provide these services. All dry utilities for the project shall be located underground within the Property. Any existing overhead utilities within the Property and currently providing service to the Property (but excluding any electric transmission lines within existing easements held by others than the Developer on the Property) shall be relocated to be underground with the first public infrastructure plan set that is adjacent to, or including, that infrastructure. The foregoing obligation to relocate existing utilities underground shall occur during active development, and Developer shall not be required to relocate existing utilities underground in any portion of the Property prior to development of such lands.

2.18 **Police Services.** Upon annexation, police protection will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density and characteristics.

2.19 **Fire Protection and Emergency Medical Service.** Upon annexation, the City will provide fire and emergency medical services to the Annexed Area, to the extent the City provides those services, at a level consistent with the service to other areas of the City with similar population density and characteristics.

### **III. PUBLIC IMPROVEMENT DISTRICT**

3.01 **Public Improvement District.** The City approved the creation of the Meadowlark Public Improvement District (the “*District*”) on \_\_\_\_\_, and the City shall use its best efforts to initiate and approve all necessary documents and ordinances required to create the PID and to levy the PID assessments (the “*Assessments*”) against parcels of land within the Property in accordance with the PID Act. The City will prepare and approve a service and assessment plan (the “*Service and Assessment Plan*”) for the purpose of assessing allocated costs of all authorized improvements (the “*Authorized Improvements*”) that benefit the Property having terms, provisions and findings approved and agreed to by the Developer. The Authorized Improvements that are the subject of the Service and Assessment Plan shall include all improvements and costs eligible for financing under the PID Act.

3.02 **PID Financing Agreement.** The Parties anticipate executing a PID Financing Agreement at a future date, which shall set forth terms and conditions pursuant to which the City will, upon satisfaction of the conditions set forth therein including the City Council’s authorization for formation of the PID, accept the Authorized Improvements from Developer, and reimburse Developer for the Project Costs solely from the Assessments or proceeds of special assessment revenue bonds issued by the City to finance the qualifying Project Costs (the “*PID Bonds*”). It is anticipated that the City will issue one series of PID Bonds to reimburse the Developer for all costs eligible for financing under the PID Act after completion of construction of the Authorized Improvements by Developer and acceptance by the City. A form of the PID Financing Agreement is set forth in Exhibit H and remains subject to the approval of the City.

3.03 **City Legislative Functions.** Nothing herein shall be construed as creating a contractual obligation that controls, waives or supplants the City Council’s legislative discretion or functions.

3.04 **Unique Project Elements.** The Developer agrees to contribute funding to the City for costs related to the expansion of “Pflugerville Parkway East” in accordance with the following terms and conditions:

(i) In addition to the RIF contributions provided in Section 2.05 of this Agreement, the Developer shall additionally provide payment of \$3,000 per single family lot within the Property (the “*PPE Lot Payment*”).

(ii) Developer shall provide payment of the PPE Lot Payment in full for all single family lots approved by the City in the Preliminary Plan for the Property as identified in the approved Preliminary Plan, within twenty (20) business days after City approval of the Preliminary Plan.

(iii) City agrees that the PPE Lot Payment shall be deposited into a restricted fund account to be utilized only for costs relating to Pflugerville Parkway East, including costs of right-of-way acquisition, design, permitting, and construction, and shall not be commingled with the City's general funds.

(iv) City agrees that within 90 days after receipt of the PPE Lot Payment in full for all lots approved in the Preliminary Plan for the Property, it shall promptly commence acquisition of right-of-way for Pflugerville Parkway East and shall continue acquisition, design, and construction of the project with reasonable commercial diligence thereafter to completion.

(v) In order to expedite receipt of the PPE Lot Payment by Developer and commencement of East Pflugerville Parkway, the City agrees that it shall cooperate with Developer to process and render a final decision for a recommendation of a preliminary plan for the Property to the Planning and Zoning Commission within 120 days after submittal of a preliminary plan so long as the Developer's design team responds within ten business days of receipt of staff's comments on the previous submittal and all previous staff's comments have been addressed. In the event Developer's design team does not respond within this period, then each additional business day of delay by Developer shall result in an additional business day period for the City to provide a recommendation to the Planning and Zoning Commission for the preliminary plan.

(vi) To the extent the PPE Lot Payment is eligible for financing under the PID Act, the City agrees that such payment shall be included in the project costs to be reimbursed with the proceeds of the PID Bonds.

#### **IV. AUTHORITY AND VESTING OF RIGHTS**

4.01 **Authority.** This Agreement is entered into, in part, under the statutory authority of Subchapter G, Chapter 212 of the Texas Local Government Code.

4.02 **Vesting of Rights.** The City acknowledges the importance to the Developer of having certainty and predictability of development regulations while planning the Project. Likewise, the Developer recognizes the City's need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Developer has the vested authority to develop the Property in accordance with this Agreement, to the extent authorized by Chapter 245, Texas Local Government Code. This Agreement shall constitute the first application in a series of applications for purposes of vesting as contemplated in Chapter 245 of the Texas Local Government Code solely with respect to the terms of this Agreement.

4.03 **Property Owner's Right to Continue Development.** In consideration of the Developer's agreements hereunder, the City agrees that it shall not, during the term of this Agreement, impose or attempt to impose (a) any moratorium on building or development within the Property or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Property, except as authorized by law.

## V. DISPUTES

5.01 **Remedies.** After providing notice and an opportunity to cure in accordance with Section 6.02 below, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies at law or in equity which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms.

5.02 **Notice and Opportunity to Cure.** If either Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement in any material respect or is otherwise in material breach or material default under this Agreement (collectively, a "Default") then the other Party (referred to herein as the "Non-Defaulting Party") may not invoke any rights or remedies with respect to the Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within thirty (30) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money within a reasonable period of time after the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion.

## VI. GENERAL PROVISIONS

6.01 **Term.** This Agreement shall remain in effect for a period of thirty (30) years.

6.02 **Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

6.03 **Assignment.** Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. All of the respective covenants, undertakings, and obligations of each of a Party will bind that Party and will apply to and bind any successors or assigns of that Party.

6.04 **Cooperation.** The Parties agree to always cooperate in good faith to effectuate the terms of this Agreement.

6.05 **Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

6.06 **Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties. Because the Property comprises a significant area and its development will occur in phases over a number of years, modifications to the Concept Plan may be required. Developer may request modifications to the Concept Plan, which will be processed by the City as follows:

(i) **Minor Modifications.** Modifications of the Concept Plan pertaining to (1) internal roadway and trail alignments; (2) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Property; and (3) changes of less than twenty percent (20%) in the size of any section or phase shown on the Concept Plan, shall be considered “*Minor Modifications*” over which the City Manager or their designee has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to internal roadway and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City Manager or their designee has final review and decision-making authority. Minor Modifications shall not be deemed to be changes to the project under Chapter 245 of the Texas Local Government Code.

(ii) **Major Modifications.** All other changes to the Concept Plan or this Agreement that are not Minor Modifications as that term is defined above shall be considered “*Major Modifications.*” Major Modifications to the Concept Plan must be approved as an amendment to this Agreement by the City Council. Major Modifications shall qualify as changes to the project under Chapter 245. The addition or deletion of real property subject to this Agreement shall qualify as a Major Modification.

6.07 **Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Travis County, Texas.

6.08 **Notices.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it with Federal Express or another delivery service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid; or (ii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice given in any manner will be effective when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

**CITY:**

Pflugerville City Manager  
Attn. Planning & Development Services  
PO Box 589  
Pflugerville, Texas 78691-0589

**DEVELOPER:**

Meadowlark Preserve, LLC  
c/o Lennar  
Attn: Thomas Anker  
13620 N FM 620, Bldg. B, Suite 150  
Austin, Texas 78717

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Parties. Any Party may, by giving at least five (5) days' written notice, designate additional parties to receive copies of notices under this Agreement.

6.09 **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein by reference:

- Exhibit A - Description of Property
- Exhibit B- Concept Plan
- Exhibit C- Design Standards
- Exhibit D - Parks, Open Space & Trails Plan
- Exhibit E - Offsite Wastewater Improvements
- Exhibit F - Disclosure
- Exhibit G - Voluntary Annexation Petition
- Exhibit H - Form of PID Financing Agreement
- Exhibit I - Lot Standards

6.10 **Time of the Essence.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

6.11 **Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and all applicable City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of the Developer.

6.12 **Effective Date; Recordation.** This Agreement shall be effective on the latest date accompanying the signature lines by City and Developer below. This Agreement shall be recorded in the Official Public Records of Travis County, Texas. The provisions hereof shall not be binding on or create any encumbrance to title as to any end-buyer of a fully developed and improved lot within the Property.

6.13 **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts (including, without limitation, counterparts transmitted by facsimile or other electronic means (e.g., .PDF via email)), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

In witness whereof this Agreement has been executed by:

**CITY OF PFLUGERVILLE:**

By: \_\_\_\_\_

Printed Name: Sereniah Breland

Title: City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the \_\_\_\_ day of October, 2022, by Sereniah Breland, as City Manager of the City of Pflugerville, a Texas home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

Print Name: \_\_\_\_\_

[seal]

**DEVELOPER:**

**MEADOWLARK PRESERVE, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of October, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of Meadowlark Preserve, LLC, a Delaware limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

Print Name: \_\_\_\_\_

[seal]



**Exhibit "A"**  
**Description of Property**

FIELD NOTES  
FOR "TRACT 1"

A 97.882 ACRE OR 4,263,759 SQUARE FOOT TRACT OF LAND, SITUATED IN THE JOHN LEISSE SURVEY, SECTION NO. 18, ABSTRACT NO. 496 IN TRAVIS COUNTY, TEXAS. BEING A CALLED 50 ACRE TRACT (FIRST TRACT), BEING A PORTION OF A CALLED 45 ACRE TRACT (SECOND TRACT), AND BEING ALL OF A CALLED 5.24 ACRE TRACT (THIRD TRACT), SAVE AND EXCEPT A 0.28 OF AN ACRE TO GEORGE S. MATTHEWS COUNTY JUDGE IN DEED DATED MAY 16, 1925, ALL AS NOTED IN AN EXECUTER'S DEED RECORDED IN DOCUMENT NO. 2009129811 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 97.882 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 "SA Garza Engineers" found on a point in the south margin of Jesse Bohls Road, said point being in the west right-of-way line of Cameron Road, a variable width right-of-way, same being the northeast corner of said 50-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

**THENCE S 27°09'09" W**, with the west right-of-way line of said Cameron Road, same being the east boundary line of said 50-acre tract, and, in part, with the east boundary line of said 5.24-acre tract, a distance of **2519.38 feet** to a found mag nail with washer stamped "SPPC" found in the south side of a cedar fence post, being in the west right-of-way line of said Cameron Road, said point being the southeast corner of said 5.24-acre tract, same being the northeast corner of a called 10.290-acre tract (Tract 6) conveyed to SBJV Investments, LTD., recorded in Document No. 2017091667 of the Official Public Records of Travis County, Texas for the southeast corner hereof;

**THENCE N 39°36'41" W**, departing the west right-of-way line of said Cameron Road, with the south boundary line of said 5.24-acre tract, same being the north boundary line of said 10.290-acre tract, at a distance of 752.10 feet passing an iron rod with cap marked "Bryan Tech Services" found at the northwest corner of said 10.290-acre tract, same being the northeast corner of a called 84.3-acre tract (Tract 3) conveyed to SBJV Investments LTD, recorded said Document No. 2017091667, continuing with the south boundary line of said 5.24-acre tract, same being the north boundary line of said 84.3-acre tract, a total distance of **1127.67 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the east boundary line of a called 20.292-acre tract (Tract 5), conveyed to SBJV Investments LTD, recorded said Document No. 2017091667, at the west corner of said 5.24-acre tract, same being the southwest corner of said 50-acre tract, also being the northwest corner of said 84.3-acre tract for the southernmost southwest corner hereof;

**THENCE N 27°28'49" E**, with the west boundary line of said 50-acre tract, same being the east boundary line of said 20.292-acre tract, a distance of **284.86 feet** to an iron rod with cap marked "Bryan Tech Services" found on a point in the west boundary line of said 50-acre tract, said point being the southeast corner of said 45-acre tract, same being the northeast corner of said 20.292-acre tract for the southwest ell corner hereof;

**THENCE N 63°15'45" W**, departing the west boundary line of said 50-acre tract, with the south boundary line of said 45-acre tract, same being the north boundary line of said 20.292-acre tract, at a distance of

722.42 feet passing an iron rod with cap marked "Bryan Tech Services" found at the northwest corner of said 20.292-acre tract, same being the northeast corner of a called 33.233-acre tract (Tract 4) conveyed to SBJV Investments LTD, recorded said Document No. 2017091667, continuing with the south boundary line of said 45-acre tract, same being the north boundary line of said 33.233-acre tract, a total distance of **1082.97 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the east boundary line of a called 18.90-acre tract (Tract 2), conveyed to CE Development, Inc., recorded in Document No. 2018072720 of the Official Public Records of Travis County, Texas, said point being the southwest corner of said 45-acre tract, same being the northwest corner of a called 33.233-acre tract for the westernmost southwest corner hereof;

**THENCE** with the west boundary line of said 45-acre tract, same being the east boundary line of said 18.90-acre tract, and, in part, with the east margin of said Jesse Bohls Road, the following ( ) courses and distances:

1. **N 26°45'16" E**, a distance of **348.02 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
2. along the arc of a curve to the right, having a **radius of 380.00 feet**, a **central angle of 17°10'16"**, a **chord bearing and distance of N 35°20'24" E, 113.46 feet**, for an **arc length of 113.88 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of reverse curvature hereof,
3. along the arc of a curve to the left, having a **radius of 560.00 feet**, a **central angle of 17°07'55"**, a **chord bearing and distance of N 35°21'34" E, 166.82 feet**, for an **arc length of 167.44 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof, and
4. **N 26°45'16" E**, a distance of **913.08 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof;

**THENCE** along the arc of a curve to the right, with the southwest margin of said Jesse Bohls Road, said curve having a **radius of 260.00 feet**, a **central angle of 90°29'11"**, a **chord bearing and distance of N 71°59'51" E, 369.25 feet**, for an **arc length of 410.61 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,

**THENCE S 62°45'33" E**, with the north boundary line of said 45-acre tract, and, in part, with the north boundary line of said 50-acre tract, same being the south margin of said Jesse Bohls Road, a distance of **1825.91 feet** to the **POINT OF BEGINNING** and containing 97.882 acres in Williamson County, Texas. Said tract being described in accordance with an on the ground survey prepared under Job No. 59014-21 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: May 17, 2021  
JOB No.: 51160-00  
DOC.ID.: H:\Survey\CIVIL\51260-00\Word\  
FN51060-00\_97.882Ac\_Tract 1.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01



FIELD NOTES  
FOR "TRACT 2"

A 0.224 ACRE TRACT OR 9,771 SQUARE FOOT TRACT OF LAND, SITUATED IN THE JOHN LEISSE SURVEY, SECTION NO. 18, ABSTRACT NO. 496 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 45 ACRE TRACT (SECOND TRACT), AS NOTED IN AN EXECUTER'S DEED RECORDED IN DOCUMENT NO. 2009129811 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.224 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:

**COMMENCING** at an iron rod with cap marked "SA Garza Engineers" found on a point in the south margin of Jesse Bohls Road, said point being in the west right-of-way line of Cameron Road, a variable width right-of-way, same being the northeast corner of said 50-acre tract First Tract, as noted in an Executer's Deed recorded in Document No. 2009129811 of the Official Public Records of Travis County, Texas;

**THENCE N 62°45'33" W**, with the north boundary line of said 50-acre tract, and, in part, with the north boundary line of a called 45-acre tract, Section Tract, as noted in an Executer's Deed recorded in Document No. 2009129811 of the Official Public Records of Travis County, Texas, same being the south margin of said Jesse Bohls Road, at a distance of 1825.91 feet passing a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the south margin of said Jesse Bohls Road, said point being the northwest corner of said 45-acre tract, continuing through the interior of said Jesse Bohls Road, for a total distance of **1996.60 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of curvature, the east corner, and **POINT OF BEGINNING** hereof;

**THENCE** along a non-tangent curve to the left, with the northwest margin of said Jesse Bohls Road, said curve having a **radius of 300.00 feet**, a **central angle of 52°03'34"**, a **chord bearing and distance of S 57°02'03" W, 263.30 feet**, for an **arc length of 272.58 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the east boundary line of a called 68.59-acre tract of land (Second Tract) recorded in Volume 736, Page 581 of the Deed Records of Travis County, Texas for the south corner and point of non-tangency hereof;

**THENCE N 26°45'16" E**, with the west boundary line of said 45-acre tract, same being the east boundary line of said 68.59-acre tract, a distance of **228.51 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northwest corner of said 45-acre tract, same being a southeast ell corner of said 68.59-acre tract for the northwest corner hereof;

**THENCE S 62°45'33" E**, with the north boundary line of said 45-acre tract, same being a south boundary line of said 68.59-acre tract, a distance of **132.77 feet** to the **POINT OF BEGINNING** and containing 0.224 acres in Williamson County, Texas. Said tract being described in accordance with an on the ground survey prepared under Job No. 51260-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: May 17, 2021  
JOB No.: 51160-00  
DOC.ID.: H:\Survey\CIVIL\51260-00\Word\  
FN51060-00\_0.224Ac\_Tract 2.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01



CAMERON RD. R.O.W. EXPANSION  
(ROAD EXPANSION DONE BY OTHERS)

JESSE BOHLS DRIVE

CAMERON ROAD

JESSE BOHLS DRIVE

AMENITY  
1.3 AC.

DET./  
OPEN  
PLAY

FUTURE PFLUGERVILLE PKWY. (120' R.O.W)

6' ASPHALT BIKE LANE

6' SIDEWALK  
(SERVES AS SIDEWALK FOR  
PFLUGERVILLE PARKWAY AND  
UNLOADED LENGTH OF LOCAL STREET)

DET.

TRAIL CONNECTION TO  
ADJACENT PROPERTY  
OPEN SPACE

LOTING SUMMARY

	ACRES	DENSITY	UNITS	PERCENT
40' x 110' ALLEY			90 units	24.0 %
40' x 110' ALLEY PASEO			55 units	14.6 %
45' x 120' FRONT			112 units	29.9 %
50' x 120' FRONT			118 units	31.5 %
<b>RES TOTAL</b>	<b>65.3 ac.</b>	<b>5.74 du/ac</b>	<b>375 units</b>	
AMENITY CENTER	1.3 ac.			
MAJOR R.O.W. (120')	7.4 ac.			
DETENTION / W.Q.	4.2 ac.			
**PARK	8.4 ac.			
*OPEN SPACE	11.5 ac.			
<b>TOTAL</b>	<b>98.1 ac.</b>		<b>375 units</b>	

\* Open space includes easements, greenbelts, drainage, & buffers.  
\*\* Includes Amenity / Det. pond

EXHIBIT B  
CONCEPT PLAN

MEADOWLARK  
PFLUGERVILLE, TEXAS



0 125' 250' 500'

Scale: 1" = 250'  
Date: August 26, 2022

## EXHIBIT C HOA Design Standards

### Guiding Principals

The purpose of this document is to set forth principles designed to create a lasting and quality community that is consistent with a commitment to ensure a healthy, resilient and sustainable community. These are guidelines for the development of a distinctive community that will be “more than a subdivision”. Distinct home designs will contain a variety of appealing home types, architectural styles, fence and landscaping designs.

A variety of quality and durable residential building types, lot sizes and configurations and variety of architectural character will establish appealing streetscapes by emphasizing human scale while meeting the lifecycle needs of a wide range of users – from Young Single Residents to Families to Seniors and Active Adults.

### General

These design standards (the “*Design Standards*”) are intended to direct developers and homebuilders within Meadowlark in the design, implementation and review of residential buildings and landscaping requirements. In the event anything herein conflicts with City of Pflugerville ordinances applicable within the City or the City’s ETJ, this document will prevail with respect to development or construction within Meadowlark. The guidelines contained herein will be contained in the CCR’s to be recorded prior to the construction of single-family residences and they will be enforced by a homeowners association and will not be subject to future amendment without the City’s concurrence.

### Elevation Repetition

The intent of this section is to assure diversity in residential building elevations as such may be observed from a public area, public right-of-way or common area. As to single family detached units, plans with the same elevation can be repeated no more than every fourth Lot on a block on the same side of a block. Plans with the same elevation cannot be placed on a Lot directly across the street or diagonal from any other plan. No elevations may be repeated on a cul-de-sac having less than six (6) lots. Exterior paint colors, bricks, stone, and related finishing materials shall also be subject to the same variation requirements to avoid similarly finished homes in close proximity.

### Street-facing Driveways & Garage Placement

The Lot layout and design of homes shall minimize the visual prominence of garage and driveway placement, using alternative garage alignment. All lots less than 45 feet (45') in width shall locate garages on an alley at the rear of the home. Single-family lots 45 feet (45') wide and greater, shall incorporate at least one of the following treatments: (a) alternative garage alignment and entry which includes **side entry or** alley entry (b) decorative hardware and ornamental garage door (c) recessed garage door (d) an overhead eave above the garage door extending a minimum of 10 inches in front of the garage door face.

In addition to a variety of garage placement alternatives, front setback variation criteria are outlined in the development standards tables for the single family lots that are 45 feet wide or greater. 70 percent (70%) of the single-family lots that are **45 feet (45')** wide or greater can utilize front setbacks less than 25 feet (25') to a minimum of 18 feet (18'), so long as the front setbacks are staggered. Variations must be a minimum of three feet (3') on adjacent lots. No more than three lots in a row may have the same front setback.

**Front-Loaded Detached Garages**

When a single-family lot contains a detached garage, such structures will be located in the rear yard of the single family residential Lot. The detached garage may be constructed as a “zero lot line”, where (a) one side and one rear wall or (b) one side or one rear wall may be located on the property line. Additionally, such garages may be attached at the side and/or the rear to the adjacent garage at the property line so long they are built to local fire code specifications. Any detached garage must generally conform to the main house structure architecture and color scheme. Shared driveways between adjacent lots to rear garages are permitted.

**Walls and Fences**

Walls and fences shall consist of durable materials, including but not limited to: painted or stained wood, ornamental steel, pre cast concrete fence, or stone masonry walls. Fences facing a public street may not exceed six feet (6’) in height.

The Master HOA will have the ability to require homeowners to maintain fences at least bi-annually on all lots which include single-family homes. Further, the HOA must enforce maintenance or manage the maintenance of the portion of any fence on any Lot which fronts, backs or sides to a public right of way or greenbelt, including the external perimeter fence wall of the Subdivision. The Master HOA will maintain any perimeter fencing or walls that abut Pflugerville Parkway , Jesse Bohls Drive and Cameron Road.

Single-family lots that back up to open space or parkland may utilize ornamental metal view fencing of a common design.

Single-family lots that back onto Cameron Road and Pflugerville Parkway shall have a 6' tall pre-cast concrete or stone screening wall that will be maintained by the community HOA.

**Landscape, Parks, Open Space**

A minimum 20 feet (20') wide landscape buffer shall be provided adjacent to Pflugerville Parkway and along Cameron Road. A minimum of one, three inch (3") caliper shade tree shall be planted a minimum of 50 feet (50') on center along each street.

Detention ponds that are visible from public right of ways shall be curvilinear in design if possible and incorporate trails and tree plantings around the perimeter to create an amenity open space.

A private amenity center shall be provided for residents including the following: Pool Cabana building and swimming pool. Non exclusive park amenities will be provided for public use including but not limited to: playground(s), trails, landscaped areas, and open play fields. Public and private parks and trails within Meadowlark shall be privately owned and maintained by the Meadowlark Homeowners Association. Non Exclusive park amenities shall be allowed as credit against the City park improvement fee. Parkland requirements shall be fully satisfied by the park areas and trails illustrated on the Meadowlark Parkland Exhibit.

A six foot (6') wide public sidewalk shall be provided along the south side of Pflugerville Parkway. The walkway may meander outside of the right of way into the adjacent greenbelt park, as illustrated on the Meadowlark Park Plan Exhibit. The meandering greenbelt walkway shall serve as the sidewalk for Pflugerville Parkway and the segment of unloaded local street to the south that parallels the greenbelt.

**Landscape, Parks, Open Space (Continued)**

A six foot (6') wide, asphalt public bike lane shall be provided along Pflugerville Parkway as a free standing asphalt lane in the location of the future northern lanes OR incorporated as part of planned southern lanes.

Open space paseos will be located in select locations and serve as common open space for the homes facing onto the paseos and walking areas for the public. Trees shall be planted along each side of the paseo a minimum of 40 feet (40') on center with additional irrigated landscaping to be HOA maintained.

**UDC Compliance**

All development within the Property must comply with these Design Standards as included in the CC&R's for Meadowlark. If these Design Standards do not specifically address a development requirement, the Pflugerville Unified Development Code shall apply. In the event of a conflict between the Design Standards and the Pflugerville UDC, these Design Standards shall control.



JESSE BOHLS DRIVE

CAMERON ROAD

JESSE BOHLS DRIVE

AMENITY  
1.3 AC.

DET./  
OPEN  
PLAY

FUTURE PFLUGERVILLE PKWY.

6' ASPHALT BIKE LANE  
6' SIDEWALK  
(SERVES AS SIDEWALK FOR  
PFLUGERVILLE PARKWAY AND  
UNLOADED LENGTH OF LOCAL STREET)

TRAIL CONNECTION TO  
ADJACENT PROPERTY  
OPEN SPACE

PARKLAND SUMMARY

Required Parkland per city is 7.4 acres:  
 $6.6 \times (\text{Number of Units})(375) \times (\text{Persons Per Unit})(3.0) = \text{Acres to be dedicated } (7.4)$   
1000

PROPOSED PARKLAND

PRIVATE AMENITY CENTER	1.3 ac.
PARK	5.6 ac.
PASEOS	1.1 ac.
DET. POND	1.7 ac.

PARKLAND TOTAL 9.7 ac.

Notes:  
-Exclusive Amenities: Swimming Pool & Cabana  
-Non Exclusive Amenities: Playground, Trails, Picnic Areas, Dog Park, Open Play, Common Paseos  
-All park improvements privately maintained by H.O.A

DETENTION / OPEN PLAY	4.2 ac.
*MISC. OPEN SPACE	11.6 ac.

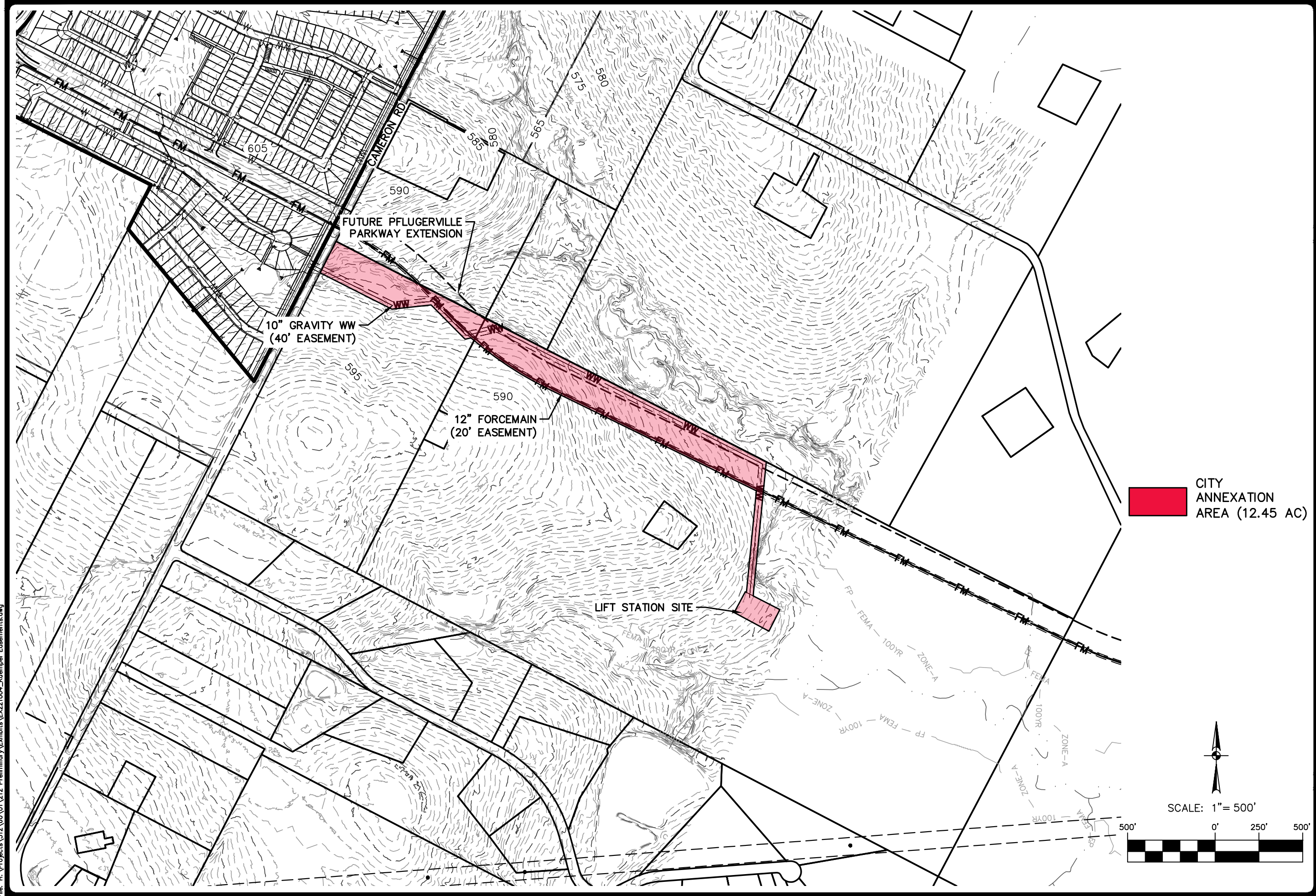
TOTAL 25.4 ac.


\* Misc. Open space includes easements, greenbelts, & buffers.

- 6' ASPHALT BIKE LANE
- 5' TRAIL
- 6' SIDEWALK



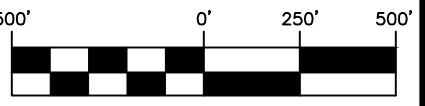
Date: Oct 04, 2022, 9:40am User ID: payvester  
File: H:\Projects\51260\01\212 Preliminary Exhibits\EX221004\_Kuempel Easements.dwg



 CITY ANNEXATION AREA (12.45 AC)



SCALE: 1" = 500'



**MEADOWLARK PRESERVE**  
EXHIBIT "E"  
OFFSITE WASTEWATER IMPROVEMENTS

JOB NO. 51260-01  
DATE OCT. 2022  
DESIGNER \_\_\_\_\_  
CHECKED \_\_\_\_\_  
DRAWN \_\_\_\_\_  
SHEET 1 of 1

**PAPE-DAWSON ENGINEERS**  
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711  
TBPB FIRM REGISTRATION #470 | TBPB FIRM REGISTRATION #10028801

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARD COPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

**Exhibit “F”  
Disclosure**

**LOCAL GOVERNMENT CODE CHAPTER 212.172 MANDATORY DISCLOSURE**

A. At the time a municipality makes an offer to a landowner to enter into a development agreement pursuant to Chapter 212.172, the municipality must provide the landowner with a written disclosure that includes

- (1) a statement that the landowner is not required to enter into the agreement;
- (2) the authority under which the municipality may annex the land with references to relevant law;
- (3) a plain-language description of the annexation procedures applicable to the land;
- (4) whether the procedures require the landowner's consent; and
- (5) a statement regarding the municipality's waiver of immunity to suit.

B. You, the Developer, are not required to enter a Development Agreement.

C. Annexation Procedures, Generally

Local Government Code Chapter 43 Subchapter C-3, Annexation of Area on Request of Owners requires that each owner of land in the area requests the annexation. Before adopting an ordinance to complete an annexation under Subchapter C-3, the City would first negotiate with the landowners for the provision of services to the area and hold one public hearing where persons from within the area could be heard.

Subchapter C-4, Annexation of Areas with Population of Less Than 200 by Petition requires that, before annexing an area with a population of less than 200, the City must first receive a petition consenting to the annexation signed by more than 50% of the registered voters of the area or more than 50% of the owners of land in the area. The City must then pass a resolution detailing services to be provided within the area after annexation, mail notice of the proposed annexation along with the services to be provided, date of the public hearing to be held, and an explanation of the 180-day petition period.

Subchapter C-5, Annexation of Areas with Population of At Least 200 by Election requires that the municipality holds an election in the area proposed to be annexed at which the qualified voters of the area may vote on the question of the annexation and a majority of the votes received at the election approve the annexation; and if the registered voters of the area do not own more than 50 percent of the land in the area, the municipality obtains consent to annex the area through a petition signed by more than 50 percent of the owners of land in the area.

D. A municipality that enters a contract waives immunity from suit for the purpose of adjudicating a claim for breach of the contract. A development agreement entered into pursuant to Local Government Code Chapter 212.172 is a contract and constitutes a permit under Local Government Code Chapter 245.

**Exhibit "G"**  
**Voluntary Annexation Petition**

**PRE-APPLICATION CONFERENCE (PAC) REQUEST FORM**

A Pre-Application Conference (PAC) is required before submitting a development related application to the City of Pflugerville. PACs are held **virtually every Tuesday and Thursday between the hours of 9 am and 11am in 1 hour increments.** In order to better serve you, please complete this form email it to [planning@pflugervilletx.gov](mailto:planning@pflugervilletx.gov). Upon receipt, we will contact you to coordinate an appropriate time. The Planning Director may require the applicant to submit information ten (10) business days prior to the pre-application conference to allow the Development Review Committee adequate time to review the proposal and provide direction and feedback.

Requested PAC Date: THURSDAY 5-19-22 Preferred Time: 9am  
 Requester's Name: John Graham Phone Number: 512-318-4282  
 Email Address: john.graham@lennar.com  
 Project Address or location: Jesse Botts & Cameron RD.  
 Project Type: (retail, multi-family, single-family, restaurant, etc.): Single family  
Construction

I have specific questions related to:

Subdivision platting  Site development  Zoning/land use  Utilities/Infrastructure

Other: Annexation

**Please also provide the following information:**

- List of people who will attend and their responsibilities
- List of specific questions
- Description of the proposed project
- Proposed conceptual site plan or other graphic information depicting the proposal

**I hereby agree that the meeting and discussions requested are for informational purposes only and are not intended to be an application for a permit or presentation of a plan for development to the City. At this time I am not making an application or requires for provision of services on the part of the City, or seeking a commitment by the City of Pflugerville or agreement for services or improvements (including, but not limited to water, sewer, roadways, drainage).**

John Graham  
**Name (print)**

John Graham  
**Signature**

5/17/22  
**Date**

## VOLUNTARY ANNEXATION PETITION

Property Owner(s): MEADOWLARK PRESERVE LLC Date of Submittal: \_\_\_\_\_

If Applicable, Name of Agent/Applicant: \_\_\_\_\_

Proposed Acreage to be Annexed. 98.01 General Location: TRAVIS County/Jesse Bohls & Cameron Rd.

### Property & Ownership Information

**Instructions:**

- Schedule a Pre-Application Conference with Development Services prior to submitting the petition.
- Fill out the following petition application and checklist completely prior to submission.
- Submit the completed petition application package and all subsequent documentation.

**Submittal Requirements:**

(\*Initial by each line item completed.)

The applicant shall provide the following items, as digital copies in .pdf format (min. 300 dpi), in conjunction with the Annexation Request Application:

- \_\_\_\_\_ 1. Completed annexation petition with each owner's original signature. Must include all owners' signatures if there are multiple owners of record.
2. A copy of the deed showing current ownership.
3. A clear and legible copy of the certified field notes (metes and bounds) prepared by a Texas Registered Surveyor describing the property that is being requested for annexation with a graphic exhibit (map, survey sketch, or plat) clearly showing the property. The boundary description and the graphic exhibit must each be contained on an "8 1/2 x 11" sheet of paper. If the property is a subdivided lot, a copy of the recorded subdivision plat must be submitted.
4. If the subject property is abutting a county-owned or maintained roadway, the portion of the county right-of-way abutting the site must be annexed with the subject property pursuant to State law. In this case, provide certified field notes and a sketch of right-of-way to be annexed. The survey for the right-of-way must be separate from the subject property's survey, as described above.
- \_\_\_\_\_ 5. Once the Voluntary Annexation Petition has been submitted to the City with all the submittal requirements listed above, the City will draft a standard service plan agreement which must be executed by each property owner within the proposed annexation boundary in order for the annexation process to proceed.

**To Be Completed By Staff:**

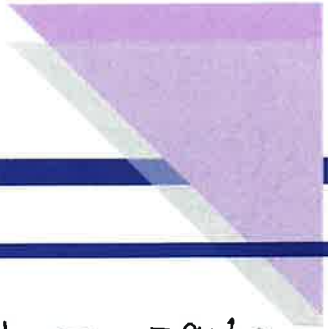
Case Name: \_\_\_\_\_ Case Manager: \_\_\_\_\_

Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_

Date Accepted: \_\_\_\_\_ Accepted by: \_\_\_\_\_

PH Notice to Pflag: \_\_\_\_\_ PH Notice appears in Pflag: \_\_\_\_\_

City Council 1<sup>st</sup> Hearing: \_\_\_\_\_ City Council 2<sup>nd</sup> Hearing: \_\_\_\_\_



Property Address: 17616 Cameron Road Pflugerville, TX 78660  
 Total Number of Acres: 98.01 Total Number of Tracts: Tract# 1 = 97.882 Tract# 2 = .224  
 Lot(s) 375 Block(s) Subdivision N/A  
 Survey Name and Abstract No.: JOHN LEISSE SURVEY SECTION # 18 ABSTRACT # 496  
 Current Land Use: FARM  
 Proposed Land Use and Purpose of Annexation: RESIDENTIAL HOMES

List of qualified voting age persons living on each tract of land.

N/A

Tract#	Name	Mailing Address

Owner(s) Name: Meadowlark Preserve LLC (Lennar Homes of Texas)  
13620 N FM 620 Austin TX 78717  
 Owner's Mailing Address City State Zip

(512) 506-4000 (512) 318-4282 john.graham@lennar.com  
 Phone# Mobile# Email Address

## PROPERTY OWNER PETITION CONSENT

(\*\*Please fill out a separate sheet for each owner of record.\*\*)

### PETITION FOR ANNEXATION OF LAND INTO THE CITY OF PFLUGERVILLE

I, Kevin Pape, owner of the land described below, hereby request annexation of my land into the City of Pflugerville. I understand that my request does not necessarily mean that my land will be annexed, but that the City will consider my request based upon requests received from other land owners and an evaluation of services to be provided.

Name: Kevin Pape

Address: 13620 FM 620 Bldg B #150

City/State/Zip: Austin, Tx 78717

Lot #: \_\_\_\_\_, Block \_\_\_\_\_, Plat Name: \_\_\_\_\_

(or attach legal description of property)

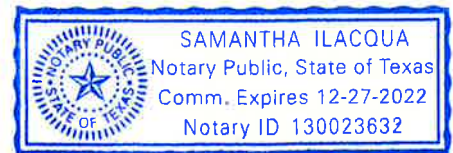
Owner(s) signatures: [Signature]

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kevin Pape, known to me to be the person(s) whose name is subscribed above.

SUBSCRIBED, ACKNOWLEDGED, AND SWORN TO BEFORE ME by said Affiants this 17th day of May, 2022, to certify which witness my hand and seal of office.

Notary Public signature: [Signature]  
Notary Public, State of Texas





## AGENT'S / APPLICANT'S AFFIDAVIT

Project Name: MEADOWLARK PRESERVE

I, Kevin Pape, certify that I have read this form thoroughly and the information included in this supplemental application form is a true representation of the permit applications submitted to date that are associated with the current application or this application is not one in a series of permits as defined by Chapter 245 of the Texas Local Government Code.

Address: 13620 FM 620 BLDG 150

City: Austin State: TX Zip Code: 78717

Phone: (512) 506-4000

Signature: [Handwritten Signature]

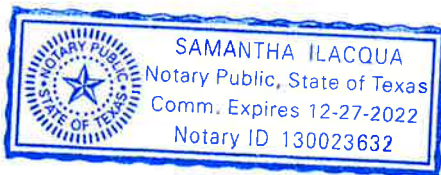
THE STATE OF Texas :

: KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Williamson :

Before me, Samantha Ilacqua on this day personally appeared Kevin Pape, 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 17<sup>th</sup> day of May, 2022.



[Handwritten Signature]  
Notary Public's Signature

My Commission Expires: 12-27-22



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Nov 19, 2021 09:58 AM Fee: \$ 58.00

2021255886

\*Electronically Recorded\*

**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.**

**GENERAL WARRANTY DEED**

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS: THAT

COUNTY OF TRAVIS

§

**JOYCE MARIE HEES STUEWE, KENNETH RAYMOND HEES, MARGARET SOPHIE HEES JONES, AND DEBORAH SUE HEES HUFFMAN**, individuals (collectively, "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by **MEADOWLARK PRESERVE, LLC**, a Delaware limited liability company ("Grantee"), whose mailing address is 9111 Jollyville Road, Suite 212, Austin, Texas 78759, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the land which is described on Exhibit A attached hereto and incorporated herein by reference (the "Land"), together with all of the buildings and other improvements located on the Land (the "Improvements") and all of Grantor's right, title and interest in and to all appurtenances benefiting or pertaining to the Land, together with all trade names, franchises, licenses, permits, declarant rights, development rights and approvals, deposits, credits, petroleum and mineral interests and royalties, water rights, utility rights and other intangibles owned or utilized by or for the benefit of Grantor in connection with the Land, all of Grantor's right, title and interest, if any, in and to any street, alley, road, right-of-way, avenue, creek, river or stream, in front of or adjoining the Land, and all right, title and interest of Grantor in any water and wastewater rights, and all other inchoate rights relating to the Land (the "Appurtenances"). The Land, the Improvements and the Appurtenances are referred to herein collectively as the "Property."

This conveyance is made by Grantor and accepted by Grantee subject, however, to the matters set forth on Exhibit B attached hereto, to the extent such matters are valid and subsisting (the "Permitted Exceptions"); provided, however, that Grantee's acknowledgment of the Permitted Exceptions will not serve to create any rights in favor of third parties that do not otherwise exist at the time of this conveyance.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the Permitted Exceptions.

GRANTEE IS TAKING THE PROPERTY AS IS, WHERE IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, OTHER THAN THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THE PURCHASE CONTRACT AND THE WARRANTY OF TITLE IN THIS DEED.

*[signature pages immediately follow]*

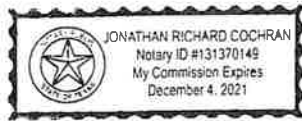
EXECUTED AND DELIVERED by Grantor as of the acknowledgement date below so as to be effective for all purposes as of November 17, 2021.

Joyce Marie Hees Stuewe  
JOYCE MARIE HEES STUEWE

THE STATE OF TEXAS §  
§  
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Joyce Marie Hees Stuewe [check one]  known to me or  proved to me through \_\_\_\_\_ (description of identity card) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17<sup>th</sup> day of November, 2021.



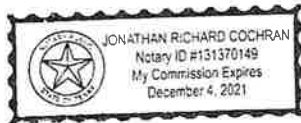
Jonathan Richard Cochran  
Notary Public, State of TEXAS  
Printed name: Jonathan Richard Cochran  
Commission expires: 12-4-2021

Kenneth Raymond Hees  
KENNETH RAYMOND HEES

THE STATE OF TEXAS §  
§  
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Kenneth Raymond Hees [check one]  known to me or  proved to me through \_\_\_\_\_ (description of identity card) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17<sup>th</sup> day of November, 2021.



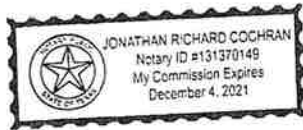
Jonathan Richard Cochran  
Notary Public, State of TEXAS  
Printed name: Jonathan Richard Cochran  
Commission expires: 12-4-2021

*Margaret Sophie Hees Jones*  
MARGARET SOPHIE HEES JONES

THE STATE OF TEXAS    §  
  §  
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Margaret Sophie Hees Jones [check one]  known to me or  proved to me through \_\_\_\_\_ (description of identity card) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17<sup>th</sup> day of November, 2021.



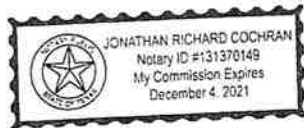
*Jonathan Richard Cochran*  
Notary Public, State of TEXAS  
Printed name: Jonathan Richard Cochran  
Commission expires: 12-4-2021

*Deborah Sue Hees Huffman*  
DEBORAH SUE HEES HUFFMAN

THE STATE OF TEXAS    §  
  §  
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Deborah Sue Hees Huffman [check one]  known to me or  proved to me through \_\_\_\_\_ (description of identity card) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17<sup>th</sup> day of November, 2021.



*Jonathan Richard Cochran*  
Notary Public, State of TEXAS  
Printed name: Jonathan Richard Cochran  
Commission expires: 12-4-2021

EXHIBIT A

LEGAL DESCRIPTION OF LAND

TRACT 1:

A 97.882 ACRE OR 4,263,759 SQUARE FOOT TRACT OF LAND, SITUATED IN THE JOHN LEISSE SURVEY, SECTION NO. 18, ABSTRACT NO. 496 IN TRAVIS COUNTY, TEXAS. BEING A CALLED 50 ACRE TRACT (FIRST TRACT), BEING A PORTION OF A CALLED 45 ACRE TRACT (SECOND TRACT), AND BEING ALL OF A CALLED 5.24 ACRE TRACT (THIRD TRACT), SAVE AND EXCEPT A 0.28 OF AN ACRE TO GEORGE S. MATTHEWS COUNTY JUDGE IN DEED DATED MAY 16, 1925, ALL AS NOTED IN AN EXECUTER'S DEED RECORDED IN DOCUMENT NO. 2009129811 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 97.882 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 "SA Garza Engineers" found on a point in the south margin of Jesse Bohls Road, said point being in the west right-of-way line of Cameron Road, a variable width right-of-way, same being the northeast corner of said 50-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

**THENCE S 27°09'09" W**, with the west right-of-way line of said Cameron Road, same being the east boundary line of said 50-acre tract, and, in part, with the east boundary line of said 5.24-acre tract, a distance of **2519.38 feet** to a found mag nail with washer stamped "SPPC" found in the south side of a cedar fence post, being in the west right-of-way line of said Cameron Road, said point being the southeast corner of said 5.24-acre tract, same being the northeast corner of a called 10.290-acre tract (Tract 6) conveyed to SBJV Investments, LTD., recorded in Document No. 2017091667 of the Official Public Records of Travis County, Texas for the southeast corner hereof;

**THENCE N 39°36'41" W**, departing the west right-of-way line of said Cameron Road, with the south boundary line of said 5.24-acre tract, same being the north boundary line of said 10.290-acre tract, at a distance of 752.10 feet passing an iron rod with cap marked "Bryan Tech Services" found at the northwest corner of said 10.290-acre tract, same being the northeast corner of a called 84.3-acre tract (Tract 3) conveyed to SBJV Investments LTD, recorded said Document No. 2017091667, continuing with the south boundary line of said 5.24-acre tract, same being the north boundary line of said 84.3-acre tract, a total distance of **1127.67 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the east boundary line of a called 20.292-acre tract (Tract 5), conveyed to SBJV Investments LTD, recorded said Document No. 2017091667, at the west corner of said 5.24-acre tract, same being the southwest corner of said 50-acre tract, also being the northwest corner of said 84.3-acre tract for the southernmost southwest corner hereof;

**THENCE N 27°28'49" E**, with the west boundary line of said 50-acre tract, same being the east boundary line of said 20.292-acre tract, a distance of **284.86 feet** to an iron rod with cap marked "Bryan Tech Services" found on a point in the west boundary line of said 50-acre tract, said point being the southeast corner of said 45-acre tract, same being the northeast corner of said 20.292-acre tract for the southwest ell corner hereof;

**THENCE N 63°15'45" W**, departing the west boundary line of said 50-acre tract, with the south boundary line of said 45-acre tract, same being the north boundary line of said 20.292-acre tract, at a distance of

722.42 feet passing an iron rod with cap marked "Bryan Tech Services" found at the northwest corner of said 20.292-acre tract, same being the northeast corner of a called 33.233-acre tract (Tract 4) conveyed to SBJV Investments LTD, recorded said Document No. 2017091667, continuing with the south boundary line of said 45-acre tract, same being the north boundary line of said 33.233-acre tract, a total distance of **1082.97 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the east boundary line of a called 18.90-acre tract (Tract 2), conveyed to CE Development, Inc., recorded in Document No. 2018072720 of the Official Public Records of Travis County, Texas, said point being the southwest corner of said 45-acre tract, same being the northwest corner of a called 33.233-acre tract for the westernmost southwest corner hereof;

**THENCE** with the west boundary line of said 45-acre tract, same being the east boundary line of said 18.90-acre tract, and, in part, with the east margin of said Jesse Bohls Road, the following four (4) courses and distances:

1. **N 26°45'16" E**, a distance of **348.02 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
2. along the arc of a curve to the right, having a **radius of 380.00 feet**, a **central angle of 17°10'16"**, a **chord bearing and distance of N 35°20'24" E, 113.46 feet**, for an **arc length of 113.88 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of reverse curvature hereof,
3. along the arc of a curve to the left, having a **radius of 560.00 feet**, a **central angle of 17°07'55"**, a **chord bearing and distance of N 35°21'34" E, 166.82 feet**, for an **arc length of 167.44 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof, and
4. **N 26°45'16" E**, a distance of **913.08 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof;

**THENCE** along the arc of a curve to the right, with the southwest margin of said Jesse Bohls Road, said curve having a **radius of 260.00 feet**, a **central angle of 90°29'11"**, a **chord bearing and distance of N 71°59'51" E, 369.25 feet**, for an **arc length of 410.61 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,

**THENCE S 62°45'33" E**, with the north boundary line of said 45-acre tract, and, in part, with the north boundary line of said 50-acre tract, same being the south margin of said Jesse Bohls Road, a distance of **1825.91 feet** to the **POINT OF BEGINNING** and containing 97.882 acres in Travis County, Texas. Said tract being described in accordance with an on the ground survey prepared under Job No. 59014-21 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: May 17, 2021  
REVISED: November 4, 2021  
JOB No.: 51160-00  
DOC.ID.: H:\Survey\CIVIL\51260-00\Word\  
FN51060-00\_97.882Ac\_Tract 1.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01

TRACT 2:

A 0.224 ACRE TRACT OR 9,771 SQUARE FOOT TRACT OF LAND, SITUATED IN THE JOHN LEISSE SURVEY, SECTION NO. 18, ABSTRACT NO. 496 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 45 ACRE TRACT (SECOND TRACT), AS NOTED IN AN EXECUTER'S DEED RECORDED IN DOCUMENT NO. 2009129811 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.224 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:

**COMMENCING** at an iron rod with cap marked "SA Garza Engineers" found on a point in the south margin of Jesse Bohls Road, said point being in the west right-of-way line of Cameron Road, a variable width right-of-way, same being the northeast corner of said 50-acre tract First Tract, as noted in an Executer's Deed recorded in Document No. 2009129811 of the Official Public Records of Travis County, Texas;

**THENCE N 62°45'33" W**, with the north boundary line of said 50-acre tract, and, in part, with the north boundary line of a called 45-acre tract, Section Tract, as noted in an Executer's Deed recorded in Document No. 2009129811 of the Official Public Records of Travis County, Texas, same being the south margin of said Jesse Bohls Road, at a distance of 1825.91 feet passing a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the south margin of said Jesse Bohls Road, said point being the northwest corner of said 45-acre tract, continuing through the interior of said Jesse Bohls Road, for a total distance of **1996.60 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of curvature, the east corner, and **POINT OF BEGINNING** hereof;

**THENCE** along a non-tangent curve to the left, with the northwest margin of said Jesse Bohls Road, said curve having a **radius of 300.00 feet**, a **central angle of 52°03'34"**, a **chord bearing and distance of S 57°02'03" W, 263.30 feet**, for an **arc length of 272.58 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the east boundary line of a called 68.59-acre tract of land (Second Tract) recorded in Volume 736, Page 581 of the Deed Records of Travis County, Texas for the south corner and point of non-tangency hereof;

**THENCE N 26°45'16" E**, with the west boundary line of said 45-acre tract, same being the east boundary line of said 68.59-acre tract, a distance of **228.51 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northwest corner of said 45-acre tract, same being a southeast ell corner of said 68.59-acre tract for the northwest corner hereof;

**THENCE S 62°45'33" E**, with the north boundary line of said 45-acre tract, same being a south boundary line of said 68.59-acre tract, a distance of **132.77 feet** to the **POINT OF BEGINNING** and containing 0.224 acres in Travis County, Texas. Said tract being described in accordance with an on the ground survey prepared under Job No. 51260-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: May 17, 2021  
REVISED: November 4, 2021  
JOB No.: 51160-00  
DOC.ID.: H:\Survey\CIVIL\51260-00\Word\  
FN51060-00\_0.224Ac\_Tract 2.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01

**EXHIBIT B**  
**PERMITTED EXCEPTIONS**

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Texas Power & Light Company  
Purpose: electric transmission and/or distribution line and appurtenances  
Recording Date: November 20, 1940  
Recording No: Volume 661, Page 154, Deed Records of Travis County, Texas
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Texas Power & Light Company  
Purpose: electric transmission and/or distribution line and appurtenances  
Recording Date: February 12, 1942  
Recording No: Volume 692, Page 332, Deed Records of Travis County, Texas
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Texas Power & Light Company  
Purpose: electric transmission and/or distribution line and appurtenances  
Recording Date: December 7, 1954  
Recording No: Volume 1528, Page 248, Deed Records of Travis County, Texas
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Texas Power & Light Company  
Purpose: electric transmission and/or distribution line and appurtenances  
Recording Date: January 9, 1962  
Recording No: Volume 2403, Page 345, Deed Records of Travis County, Texas
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Manville Water Supply Corp.  
Purpose: pipeline  
Recording Date: January 15, 1974  
Recording No: Volume 4822, Page 1595, Deed Records of Travis County, Texas
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Koch Refining Company  
Purpose: petroleum pipeline  
Recording Date: October 25, 1989  
Recording No: Volume 11051, Page 770, Real Property Records of Travis County, Texas
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Oncor Electric Delivery Company  
Purpose: electric supply and communications lines and appurtenances



Recording Date: October 25, 1989

Recording No: Document No. 2003219257, Official Public Records of Travis County, Texas

8. Rights of tenants in possession, as tenants only, under the following unrecorded lease agreements:
  - a. Residential Lease dated March 23, 2012, by and between Grantor, as "Landlord" thereunder, and Karen Griffin, as "Tenant" thereunder; and
  - b. Cash Lease dated January 1, 2020, by and between Grantor, as landlord, and Kenneth Hees, as tenant.
9. Overhead electric lines, guy anchors and utility poles on, over and across the subject property located outside of a described easement, and any possible easement rights associated therewith, as shown on the survey dated May 20, 2021, prepared by Valerie Zurcher, R.P.L.S. No. 6222, last revised November 2, 2021.
10. Encroachment and/or protrusion of fence(s) into or outside the property line(s) of subject property, together with any assertion of ownership of land lying between said fence(s) and the property line(s) of subject property, as shown on the survey dated May 20, 2021, prepared by Valerie Zurcher, R.P.L.S. No. 6222, last revised November 2, 2021.

*[end of Permitted Exceptions]*

Chicago Title  
GF # CH21014310XP

Chicago Title  
1501 S. Mopac, Suite 130  
Austin, TX 78746

MATCHLINE SHEET 2 OF 3

5

S62°45'33"E 1885.31'

FD. AXLE

N62°45'33"W 1825.91'

FD. I.R.(SA)

JESSE BOHLS ROAD  
(VARIABLE WIDTH RIGHT OF WAY)

6

7.47 ACRES

A CALLED 50 ACRE TRACT OF LAND  
(FIRST TRACT)  
EXECUTOR'S DEED  
DOC. NO. 2009129811 (O.P.R.)

7

8

9

10

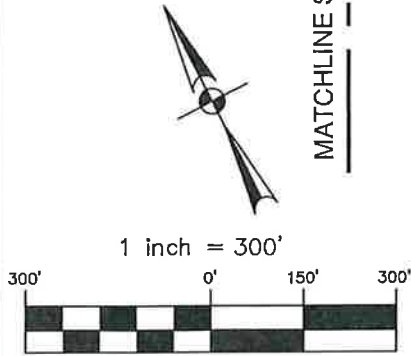


EXHIBIT  
FOR ANNEXATION APPLICATION

A 7.47 ACRE TRACT OF LAND, SITUATED IN THE JOHN LEISSE SURVEY, SECTION NO. 18, ABSTRACT NO. 496 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF JESSE BOHLS ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AND BEING A PORTION OF CAMERON ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, OF TRAVIS COUNTY, TEXAS.

**NOTES:**

1. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
2. ADJOINERS ARE FOR INFORMATIONAL PURPOSES ONLY.
3. THE PROPERTY DESCRIBED HEREIN WAS DETERMINED THROUGH THE USE OF RECORD INFORMATION, AN ON-THE-GROUND SURVEY WAS NOT PERFORMED. THIS INFORMATION IS NOT TO BE USED FOR THE CONVEYANCE OF OWNERSHIP.



JOHN LEISSE SURVEY  
SECTION NO. 18  
ABSTRACT NO. 496

CAMERON ROAD

(VARIABLE WIDTH RIGHT OF WAY)

N27°09'09"E 2519.38'

S27°09'09"W 2600.35'

**LEGEND:**

- D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.R. OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- FD. FOUND
- I.R. IRON ROD
- (PD) YELLOW CAP MARKED "PAPE-DAWSON"
- P.O.B. POINT OF BEGINNING

12 ADJOINER INFORMATION (SEE SHEET 3 OF 3)

● FOUND IRON ROD WITH (CAP AS NOTED)



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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

P.O.B.  
FD. MAG NAIL W/WASHER  
(SPPC) IN CEDAR POST

OCTOBER 4, 2021

JOB No.: 51260-00

SHEET 1 OF 3

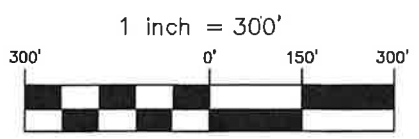


EXHIBIT  
FOR ANNEXATION APPLICATION

A 7.47 ACRE TRACT OF LAND, SITUATED IN THE JOHN LEISSE SURVEY, SECTION NO. 18, ABSTRACT NO. 496 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF JESSE BOHLS ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AND BEING A PORTION OF CAMERON ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, OF TRAVIS COUNTY, TEXAS.

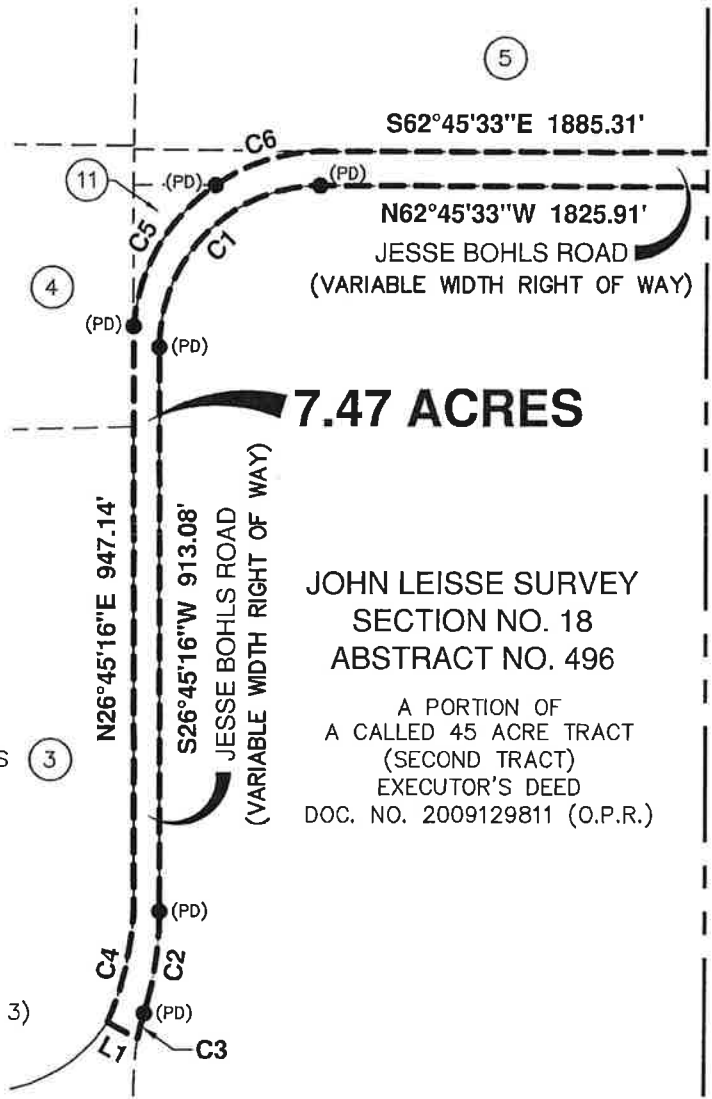
**NOTES:**

1. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
2. ADJOINERS ARE FOR INFORMATIONAL PURPOSES ONLY.
3. THE PROPERTY DESCRIBED HEREIN WAS DETERMINED THROUGH THE USE OF RECORD INFORMATION, AN ON-THE-GROUND SURVEY WAS NOT PERFORMED. THIS INFORMATION IS NOT TO BE USED FOR THE CONVEYANCE OF OWNERSHIP.

**LEGEND:**

- D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.R. OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- FD. FOUND
- I.R. IRON ROD
- (PD) YELLOW CAP MARKED "PAPE-DAWSON"
- P.O.B. POINT OF BEGINNING

- (12) ADJOINER INFORMATION (SEE SHEET 3 OF 3)
- FOUND IRON ROD WITH (CAP AS NOTED)



**7.47 ACRES**

JOHN LEISSE SURVEY  
SECTION NO. 18  
ABSTRACT NO. 496

A PORTION OF  
A CALLED 45 ACRE TRACT  
(SECOND TRACT)  
EXECUTOR'S DEED  
DOC. NO. 2009129811 (O.P.R.)

MATCHLINE SHEET 1 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	N34°39'15"W	55.82'
L2	N39°36'41"W	65.30'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	260.00'	90°29'11"	S71°59'51"W	369.25'	410.61'
C2	557.47'	17°12'37"	S35°21'34"W	166.82'	167.45'
C3	380.00'	6°21'13"	S40°44'55"W	42.12'	42.14'
C4	511.92'	20°43'21"	N40°11'56"E	184.14'	185.15'
C5	300.00'	52°03'34"	N57°02'03"E	263.30'	272.58'
C6	300.00'	34°55'08"	S80°38'57"E	180.02'	182.83'



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OCTOBER 4, 2021

SHEET 2 OF 3  
JOB No.: 51260-00

Date: Oct 04, 2021, 2:33pm User ID: vzurecher File: H:\Survey\CIVIL\51260-00\Exhibits\51260-00\_ROW\_Annex.dwg

EXHIBIT  
FOR ANNEXATION APPLICATION

A 7.47 ACRE TRACT OF LAND, SITUATED IN THE JOHN LIESSE SURVEY, SECTION NO. 18, ABSTRACT NO. 496 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF JESSE BOHLS ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AND BEING A PORTION OF CAMERON ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, OF TRAVIS COUNTY, TEXAS.

- ① A CALLED 10.290 ACRE TRACT OF LAND (TRACT 6)  
OWNER: CE DEVELOPMENT, INC.  
DOC. NO. 2017091667 (O.P.R.)
- ② A CALLED 5.24 ACRE TRACT OF LAND (THIRD TRACT)  
EXECUTOR'S DEED  
OWNER: JOYCE MARIE HEES STUEWE ET. AL.  
DOC. NO. 2009129811 (O.P.R.)  
SAVE AND EXCEPT 0.28 OF AN ACRE TO  
GEORGE S. MATTHEWS COUNTY JUDGE  
DEED DATED MAY 16, 1925
- ③ A CALLED 50.00 ACRE TRACT  
SECOND TRACT  
OWNER: FREDERIC A BITTNER  
VOL. 12744, PG. 2525 (O.R.)
- ④ A CALLED 68.59 ACRE TRACT  
(SECOND TRACT)  
OWNER: ALLEN & GLADYS VORWERK  
VOL. 736, PG. 581 (D.R.)
- ⑤ REMNANT OF A CALLED 906 ACRE TRACT  
PATENTED TO JOHN LIESSE  
PATENT NO. 9, ABSTRACT NO. 496
- ⑥ A CALLED 40.902 ACRE TRACT  
(TRACT 2)  
OWNER: MARCY D. VOSS & ROBIN BAXTER  
DOC. NO. 2015128370 (O.P.R.)
- ⑦ A CALLED 2.9683 ACRES  
OWNER: ST. JOHN EVANGELICAL  
LUTHERAN CHURCH U.C.C.  
DOC. NO. 2004047162 (O.P.R.)
- ⑧ A CALLED 20 ACRE TRACT  
OWNER: GERMAN EVANGELICAL  
LUTHERAN CHURCH  
VOL. 50, PG. 263 (D.R.)
- ⑨ A CALLED 19.77 ACRE TRACT  
OWNER: ST. JOHN'S  
EVANGELICAL AND REFORMED  
CHURCH OF RICHLAND  
VOL. 1531, PG. 333 (D.R.)
- ⑩ A CALLED 176.66 ACRE TRACT  
OWNER: CHARLES & GLORIA KUEMPEL  
VOL. 4892, PG 182 (D.R.)
- ⑪ A PORTION OF  
A CALLED 45 ACRE TRACT  
(SECOND TRACT)  
EXECUTOR'S DEED  
OWNER: JOYCE MARIE HEES STUEWE ET. AL.  
DOC. NO. 2009129811 (O.P.R.)



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OCTOBER 4, 2021

SHEET 3 OF 3  
JOB No.: 51260-00

FIELD NOTES  
FOR ANNEXATION APPLICATION

A 7.47 ACRE TRACT OF LAND, SITUATED IN THE JOHN LEISSE SURVEY, SECTION NO. 18, ABSTRACT NO. 496 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF JESSE BOHLS ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AND BEING A PORTION OF CAMERON ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, OF TRAVIS COUNTY, TEXAS. SAID 7.47 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS DERIVED FROM DOCUMENTS OF RECORD.

**BEGINNING** at found mag nail with washer stamped "SPPC" found in the south side of a cedar fence post, being in the west right-of-way line of said Cameron Road, said point being the southeast corner of a called 5.24-acre tract (Third Tract), conveyed in Executor's Deed recorded in Document No. 2009129811 of the Official Public Records of Travis County, Texas, same being the northeast corner of a called 10.290-acre tract (Tract 6) conveyed to CE Development, Inc., recorded in Document No. 2017091667 of the Official Public Records of Travis County, Texas for the southernmost southwest corner and **POINT OF BEGINNING** hereof;

**THENCE N 27°09'09" E**, with the west right-of-way line of said Cameron Road, same being the east boundary line of said 5.24-acre tract, and, in part, with the east boundary line of a called 50-acre tract of land (First Tract) conveyed in said Executor's Deed recorded in Document No. 2009129811, a distance of **2519.38 feet** to an iron rod with cap marked "SA Garza Engineers" found on a point in the south right-of-way line of said Jesse Bohls Road, same being a point in the west right-of-way line of said Cameron Road, said point being the northeast corner of said 50-acre tract for the southwest ell corner hereof;

**THENCE N 62°45'33" W**, with the south right-of-way line of said Jesse Bohls Road, same being the north boundary line of said 50-acre tract, and, in part, with the north boundary line of a portion of a called 45-acre tract (Second Tract), conveyed in said Executor's Deed recorded in Document No. 2009129811, a distance of **1825.91 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of curvature hereof;

**THENCE** with the west boundary line of a portion of said 45-acre tract, same being the east right-of-way line of said Jesse Bohls Road, the following four (4) courses and distances:

1. along the arc of a curve to the left, having a **radius of 260.00 feet**, a **central angle of 90°29'11"**, a **chord bearing and distance of S 71°59'51" W, 369.25 feet**, for an **arc length of 410.61 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangency hereof,
2. **S 26°45'16" W**, a distance of **913.08 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of curvature hereof,
3. along the arc of a curve to the right, having a **radius of 557.47 feet**, a **central angle of 17°12'37"**, a **chord bearing and distance of S 35°21'34" W, 166.82 feet**, for an **arc length of 167.45 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of compound curvature hereof, and

4. along the arc of a curve to the left, having a **radius of 380.00 feet**, a **central angle of 06°21'13"**, a **chord bearing and distance of S 40°44'55" W, 42.12 feet**, for an **arc length of 42.14 feet** to a calculated point of non-tangency for a south corner hereof;

**THENCE N 34°39'15" W**, departing the west boundary line of a portion of said 45-acre tract, through the interior of said Jesse Bohls Road, a distance of **55.82 feet** to a calculated point in the west right-of-way line of said Jesse Bohls Road, same being the east boundary line of a called 50.00-acre tract (Second Tract) conveyed to Frederic A Bittner, recorded in Volume 12744, Page 2525 of the Official Records of Travis County, Texas for the westernmost southwest corner and point of non-tangent curvature hereof,

**THENCE** along the arc of a curve to the left, with the west right-of-way line of said Jesse Bohls Road, same being the east boundary line of said 50.00-acre tract, said curve having a **radius of 511.92 feet**, a **central angle of 20°43'21"**, a **chord bearing and distance of N 40°11'56" E, 184.14 feet**, for an **arc length of 185.15 feet** to a calculated point of non-tangency hereof;

**THENCE N 26°45'16" E**, continuing with the west right-of-way line of said Jesse Bohls Road, same being the east boundary line of said 50.00-acre tract, and, in part, with the east boundary line of a called 68.59-acre tract (Second Tract) conveyed to Allen & Gladys Vorwerk, recorded in Volume 736, Page 581 of the Deed Records of Travis County, Texas, a distance of **947.14 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the south corner of a portion of said 45-acre tract, said point being in the west right-of-way line of said Jesse Bohls Road, same being the east boundary line of said 68.59-acre tract for the westernmost northwest corner and point of non-tangent curvature hereof;

**THENCE** along the arc of a curve to the right, with the northwest right-of-way line of said Jesse Bohls Road, same being a southwest boundary line of a portion of said 45-acre tract, said curve having a **radius of 300.00 feet**, a **central angle of 52°03'34"**, a **chord bearing and distance of N 57°02'03" E, 263.30 feet**, for an **arc length of 272.58 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the west corner of a portion of said 45-acre tract for a point of compound curvature hereof;

**THENCE** along the arc of a curve to the right, continuing with the northwest right-of-way line of said Jesse Bohls Road, said curve having a **radius of 300.00 feet**, a **central angle of 34°55'08"**, a **chord bearing and distance of S 80°38'57" E, 180.02 feet**, for an **arc length of 182.83 feet** to a calculated point in the south boundary line of the Remnant Portion of a called 906-acre tract patented to John Liesse, in Patent No. 9, Abstract No. 496 for the northernmost northwest corner hereof;

**THENCE S 62°45'33" E**, with the north right-of-way line of said Jesse Bohls Road, same being the south boundary line of the Remnant Portion of said 906-acre tract, at a distance of 1826.97-acre tract passing an axle found at the southeast corner of the Remnant Portion of said 906-acre tract, same being a point in the north right-of-way line of said Jesse Bohls Road, same being a point in the west right-of-way line of said Cameron Road, through the interior of said Cameron Road, a total distance of **1885.31 feet** to a calculated point in the west boundary line of a called 40.902-acre tract (Tract 2) conveyed to Marcy D. Voss & Robin Baxter, recorded in Document No. 2015128370 of the Official Public Records of Williamson County, Texas for the northeast corner hereof;

**THENCE S 27°09'09" W**, with the east right-of-way line of said Cameron Road, same being the west boundary line of said 40.902-acre tract, and, in part, with the west boundary line of a called 2.9683-acre tract conveyed to St. John Evangelical Lutheran Church U.C.C., recorded in Document No. 2004047162 of the Official Public Records of Travis County, Texas, and, in part, with the west boundary line of a called 20-acre tract conveyed to German Evangelical Lutheran Church, recorded in Volume 50, Page 263 of the Deed Records of Travis County, Texas, and, in part, with the west boundary line of a called 19.77-acre tract conveyed to St. John's Evangelical and Reformed Church of Richland, recorded in Volume 1531, Page 333 of the Deed Records of Travis County, Texas, and, in part, with the west boundary line of a called 176.66-acre tract conveyed to Charles & Gloria Kuempel recorded in Volume 4892, page 182 of the Deed Records of Travis County, Texas, a distance of **2600.35 feet** to a calculated point for the southeast corner hereof;

**THENCE N 39°36'41" W**, departing the west boundary line of said 176.66-acre tract, through the interior of said Cameron Road, a distance of **65.30 feet** to the **POINT OF BEGINNING** hereof and containing 7.47 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 51260-00 by Pape-Dawson Engineers, Inc. This field note description and accompanying exhibit were determined using record information, an on-the-ground survey was not performed. This information is not to be used for the conveyance of ownership.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: October 4, 2021

JOB No.: 51094-00

DOC.ID.: H:\Survey\CIVIL\51260-00\Exhibits\Word\FN51260-00\_7.47Ac\_ROWAnnex.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01





FIELD NOTES  
FOR "TRACT 1"

A 97.882 ACRE OR 4,263,759 SQUARE FOOT TRACT OF LAND, SITUATED IN THE JOHN LEISSE SURVEY, SECTION NO. 18, ABSTRACT NO. 496 IN TRAVIS COUNTY, TEXAS. BEING A CALLED 50 ACRE TRACT (FIRST TRACT), BEING A PORTION OF A CALLED 45 ACRE TRACT (SECOND TRACT), AND BEING ALL OF A CALLED 5.24 ACRE TRACT (THIRD TRACT), SAVE AND EXCEPT A 0.28 OF AN ACRE TO GEORGE S. MATTHEWS COUNTY JUDGE IN DEED DATED MAY 16, 1925, ALL AS NOTED IN AN EXECUTER'S DEED RECORDED IN DOCUMENT NO. 2009129811 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 97.882 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 "SA Garza Engineers" found on a point in the south margin of Jesse Bohls Road, said point being in the west right-of-way line of Cameron Road, a variable width right-of-way, same being the northeast corner of said 50-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

**THENCE S 27°09'09" W**, with the west right-of-way line of said Cameron Road, same being the east boundary line of said 50-acre tract, and, in part, with the east boundary line of said 5.24-acre tract, a distance of **2519.38 feet** to a found mag nail with washer stamped "SPPC" found in the south side of a cedar fence post, being in the west right-of-way line of said Cameron Road, said point being the southeast corner of said 5.24-acre tract, same being the northeast corner of a called 10.290-acre tract (Tract 6) conveyed to SBJV Investments, LTD., recorded in Document No. 2017091667 of the Official Public Records of Travis County, Texas for the southeast corner hereof;

**THENCE N 39°36'41" W**, departing the west right-of-way line of said Cameron Road, with the south boundary line of said 5.24-acre tract, same being the north boundary line of said 10.290-acre tract, at a distance of 752.10 feet passing an iron rod with cap marked "Bryan Tech Services" found at the northwest corner of said 10.290-acre tract, same being the northeast corner of a called 84.3-acre tract (Tract 3) conveyed to SBJV Investments LTD, recorded said Document No. 2017091667, continuing with the south boundary line of said 5.24-acre tract, same being the north boundary line of said 84.3-acre tract, a total distance of **1127.67 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the east boundary line of a called 20.292-acre tract (Tract 5), conveyed to SBJV Investments LTD, recorded said Document No. 2017091667, at the west corner of said 5.24-acre tract, same being the southwest corner of said 50-acre tract, also being the northwest corner of said 84.3-acre tract for the southernmost southwest corner hereof;

**THENCE N 27°28'49" E**, with the west boundary line of said 50-acre tract, same being the east boundary line of said 20.292-acre tract, a distance of **284.86 feet** to an iron rod with cap marked "Bryan Tech Services" found on a point in the west boundary line of said 50-acre tract, said point being the southeast corner of said 45-acre tract, same being the northeast corner of said 20.292-acre tract for the southwest ell corner hereof;

**THENCE N 63°15'45" W**, departing the west boundary line of said 50-acre tract, with the south boundary line of said 45-acre tract, same being the north boundary line of said 20.292-acre tract, at a distance of

722.42 feet passing an iron rod with cap marked "Bryan Tech Services" found at the northwest corner of said 20.292-acre tract, same being the northeast corner of a called 33.233-acre tract (Tract 4) conveyed to SBJV Investments LTD, recorded said Document No. 2017091667, continuing with the south boundary line of said 45-acre tract, same being the north boundary line of said 33.233-acre tract, a total distance of **1082.97 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the east boundary line of a called 18.90-acre tract (Tract 2), conveyed to CE Development, Inc., recorded in Document No. 2018072720 of the Official Public Records of Travis County, Texas, said point being the southwest corner of said 45-acre tract, same being the northwest corner of a called 33.233-acre tract for the westernmost southwest corner hereof;

**THENCE** with the west boundary line of said 45-acre tract, same being the east boundary line of said 18.90-acre tract, and, in part, with the east margin of said Jesse Bohls Road, the following four (4) courses and distances:

1. **N 26°45'16" E**, a distance of **348.02 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
2. along the arc of a curve to the right, having a **radius of 380.00 feet**, a **central angle of 17°10'16"**, a **chord bearing and distance of N 35°20'24" E, 113.46 feet**, for an **arc length of 113.88 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of reverse curvature hereof,
3. along the arc of a curve to the left, having a **radius of 560.00 feet**, a **central angle of 17°07'55"**, a **chord bearing and distance of N 35°21'34" E, 166.82 feet**, for an **arc length of 167.44 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof, and
4. **N 26°45'16" E**, a distance of **913.08 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof;

**THENCE** along the arc of a curve to the right, with the southwest margin of said Jesse Bohls Road, said curve having a **radius of 260.00 feet**, a **central angle of 90°29'11"**, a **chord bearing and distance of N 71°59'51" E, 369.25 feet**, for an **arc length of 410.61 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,

**THENCE S 62°45'33" E**, with the north boundary line of said 45-acre tract, and, in part, with the north boundary line of said 50-acre tract, same being the south margin of said Jesse Bohls Road, a distance of **1825.91 feet** to the **POINT OF BEGINNING** and containing 97.882 acres in Travis County, Texas. Said tract being described in accordance with an on the ground survey prepared under Job No. 59014-21 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: May 17, 2021  
REVISED: November 4, 2021  
JOB No.: 51160-00  
DOC.ID.: H:\Survey\CIVIL\51260-00\Word\  
FN51060-00\_97.882Ac\_Tract 1.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01



FIELD NOTES  
FOR "TRACT 2"

A 0.224 ACRE TRACT OR 9,771 SQUARE FOOT TRACT OF LAND, SITUATED IN THE JOHN LEISSE SURVEY, SECTION NO. 18, ABSTRACT NO. 496 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 45 ACRE TRACT (SECOND TRACT), AS NOTED IN AN EXECUTER'S DEED RECORDED IN DOCUMENT NO. 2009129811 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.224 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:

**COMMENCING** at an iron rod with cap marked "SA Garza Engineers" found on a point in the south margin of Jesse Bohls Road, said point being in the west right-of-way line of Cameron Road, a variable width right-of-way, same being the northeast corner of said 50-acre tract First Tract, as noted in an Executer's Deed recorded in Document No. 2009129811 of the Official Public Records of Travis County, Texas;

**THENCE N 62°45'33" W**, with the north boundary line of said 50-acre tract, and, in part, with the north boundary line of a called 45-acre tract, Section Tract, as noted in an Executer's Deed recorded in Document No. 2009129811 of the Official Public Records of Travis County, Texas, same being the south margin of said Jesse Bohls Road, at a distance of 1825.91 feet passing a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the south margin of said Jesse Bohls Road, said point being the northwest corner of said 45-acre tract, continuing through the interior of said Jesse Bohls Road, for a total distance of **1996.60 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of curvature, the east corner, and **POINT OF BEGINNING** hereof;

**THENCE** along a non-tangent curve to the left, with the northwest margin of said Jesse Bohls Road, said curve having a **radius of 300.00 feet**, a **central angle of 52°03'34"**, a **chord bearing and distance of S 57°02'03" W, 263.30 feet**, for an **arc length of 272.58 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the east boundary line of a called 68.59-acre tract of land (Second Tract) recorded in Volume 736, Page 581 of the Deed Records of Travis County, Texas for the south corner and point of non-tangency hereof;

**THENCE N 26°45'16" E**, with the west boundary line of said 45-acre tract, same being the east boundary line of said 68.59-acre tract, a distance of **228.51 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northwest corner of said 45-acre tract, same being a southeast ell corner of said 68.59-acre tract for the northwest corner hereof;

**THENCE S 62°45'33" E**, with the north boundary line of said 45-acre tract, same being a south boundary line of said 68.59-acre tract, a distance of **132.77 feet** to the **POINT OF BEGINNING** and containing 0.224 acres in Travis County, Texas. Said tract being described in accordance with an on the ground survey prepared under Job No. 51260-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: May 17, 2021  
REVISED: November 4, 2021  
JOB No.: 51160-00  
DOC.ID.: H:\Survey\CIVIL\51260-00\Word\  
FN51060-00\_0.224Ac\_Tract 2.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01



**Exhibit “H”  
Form Of PID Financing Agreement**

**MEADOWLARK PRESERVE PUBLIC IMPROVEMENT DISTRICT  
FINANCING AGREEMENT**

**BETWEEN**

**MEADOWLARK PRESERVE, LLC, a Delaware limited liability company**

**AND**

**THE CITY OF PFLUGERVILLE, TEXAS**

**MEADOWLARK PRESERVE PUBLIC IMPROVEMENT DISTRICT  
FINANCING AGREEMENT**

This Meadowlark Preserve Public Improvement District Financing Agreement (this “**Agreement**”), dated as of \_\_\_\_\_, 2022 (the “**Effective Date**”), is entered into between **MEADOWLARK PRESERVE, LLC**, a Delaware limited liability company (together, and including its Designated Successors and Assigns, the “**Owner**”), and the **CITY OF PFLUGERVILLE, TEXAS** (the “**City**”), a municipal corporation, acting by and through its duly authorized representative.

**Recitals:**

WHEREAS, Owner owns a total of approximately 98.106 acres of land more particularly described on Exhibit “B” attached hereto and made a part hereof (the “**Property**”);

WHEREAS, the Property will be developed as a single family residential development, in accordance with the Development Agreement adopted by the City pursuant to Ordinance No. \_\_\_\_\_ (the “**Development Agreement**”);

WHEREAS, the City Council (as defined in Exhibit “A”) authorized the formation of the Meadowlark Preserve Public Improvement District (the “**District**”) pursuant to Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2022 in accordance with the PID Act (as defined in Exhibit “A”);

WHEREAS, pursuant to the terms of this Agreement, the City has agreed to allow financing of certain public improvements within the Property via a public improvement district;

WHEREAS, the Owner proposes to construct certain improvements over time to serve Property located in the District (or portions thereof) in accordance with the terms and provisions of this Agreement;

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), at the request and with the consent, approval and agreement of the Owner, adopt the Assessment Ordinance (as defined in Exhibit “A”) and adopt the Assessment Plan (as defined in Exhibit “A”) that provides for the construction and financing of certain public improvements within the District pursuant to the Assessment Plan, payable in whole or in part, by and from assessments levied against property within the District, as more specifically provided for in the Assessment Plan;

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement) levy assessments on all or a portion of the property located within the District and issue bonds for payment of costs associated with construction and/or acquisition of the Authorized Improvements (as defined in Exhibit “A”) included in the Assessment Plan, as such plan may be amended from time to time;

WHEREAS, the City has determined that it is in its best interests to contract with the Owner for the construction of the Authorized Improvements, which will result in the efficient and effective implementation of the Assessment Plan;

WHEREAS, from the proceeds of the PID Bonds, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, acquire those certain Authorized Improvements provided for in this Agreement and the Owner will be paid or repaid or reimbursed for the costs of acquisition, construction and improvement of the Segments (as defined in Exhibit "A") that are completed from time to time and operative, subject to the terms and limitations set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

## **ARTICLE I. SCOPE OF AGREEMENT**

This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property (Article II), the Construction of Authorized Improvements to be Acquired by the City (Article III), acquisition, ownership and maintenance of Authorized Improvements within the District (Article IV), and the issuance of bonds for the financing of the Authorized Improvements (Article V). Definitions used herein are set forth in Exhibit "A" attached hereto and made a part hereof and in the Assessment Plan.

## **ARTICLE II. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS**

### **Section 2.01. Preliminary Matters.**

(a) On \_\_\_\_\_, 2022, the City authorized the formation of the District in Resolution No. \_\_\_\_\_. The District includes all of the Property.

(b) It is anticipated that all of the Authorized Improvements that will be constructed will benefit the entire District. As such, it is currently contemplated that there will be one series of bonds issued for the entire District, the "**PID Bonds**" (as further defined in Exhibit "A");

(c) Parity Bonds may be issued to pay for or reimburse Owner for any Actual Costs for Authorized Improvements benefiting the District that remain unpaid or unreimbursed after issuance of the initial PID Bonds.

(d) A Preliminary Service and Assessment Plan is attached hereto as Exhibit "C". The Owner acknowledges and agrees that the Assessment Plan must meet the requirements of Texas Local Government Code §§ 372.013 and 372.014 and be presented to the City Council for review and approval prior to PID Bonds being issued. The annual indebtedness defined by the Service Plan shall be consistent with the terms for the issuance of PID Bonds as set forth in this Agreement. The estimated cost of the Authorized Improvements will be supported by an engineer's report containing detailed costs estimates. After approval, the Assessment Plan will be updated and

amended by the Administrator at least once per year, and submitted for the City Council's review and approval.

(e) Special Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements within the District.

(e) Special Assessments on any given portion of the Property may be adjusted so long as the Special Assessments are determined in accordance with the Assessment Plan.

(f) Promptly following submission to the City of an Assessment Plan (or any subsequent amendment or supplement to the Assessment Plan) acceptable in form and substance to the City, the City Council shall consider an Assessment Ordinance relating to the applicable plan or amendment or supplement. If an Assessment Ordinance is adopted, the City shall use reasonable, good faith efforts to expeditiously initiate and approve all necessary documents and orders required to effectuate and implement the Assessment Plan and Assessment Ordinance.

### **Section 2.02. Apportionment and Levy of Assessments.**

The City intends to levy Special Assessments on the Property in accordance herewith and with the Assessment Plan (as such plan is amended from time to time) at such time as an Assessment Ordinance is approved by the City. The City's apportionment and levy of Special Assessments shall be made in accordance with the PID Act.

### **Section 2.03. Collection of Assessments.**

(a) The City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Special Assessments levied pursuant to the Assessment Plan during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City covenants and agrees that to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Special Assessments due on any portion of the Property until the PID Bonds related to that particular portion of the Property are no longer outstanding, whether as a result of payment in full, defeasance or otherwise; provided that certain portions of the Property, as defined in the Assessment Plan, will not be subject to the Special Assessments. The City shall use good and sound practices to collect the Special Assessments consistent with the City's policies and standard practices applicable to the collection of City taxes and assessments.

(b) Notwithstanding anything to the contrary contained herein or in the Assessment Plan, the Special Assessment Revenues collected annually from the Property will be deposited in the Bond Pledged Revenue Account of the Pledged Revenue Fund and thereafter transferred as more particularly set forth in the Indenture.

(c) Further notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with Travis County for the collection of the Special Assessments such that the Special Assessments will be included on the ad valorem tax bill(s) for the Property and will be collected as part of and in the same manner as ad valorem taxes.



**Section 2.04. Approval and Recordation of Special Assessments through Landowner Agreement.**

Concurrently with the levy of the Special Assessments for any portion of the Property, the Owner shall execute a “**Landowner Agreement**” (herein so called) in which the Landowner shall (i) approve and accept the apportionment of the Special Assessments in the Service and Assessment Plan and the levy of the Special Assessments by the City and (ii) approve and accept the terms of the Buyer Disclosure Program. The Landowner Agreement further shall (a) evidence the Landowner’s intent that the Special Assessments be covenants running with the land that (i) will bind any and all current and successor owners of the Property to the Special Assessments, including applicable interest thereon, as and when due and payable and (ii) provide that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Special Assessments; and (b) provide that the liens created by the levy of the Special Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the State, County, City, or school district.

**Section 2.05. Actual Costs; Reimbursement of Owner-Expended Costs**

(a) Notwithstanding anything to the contrary contained herein, the City and Owner hereby acknowledge and agree that the Actual Costs expended by Owner may not be fully reimbursed from the PID Bonds. The City and Owner hereby acknowledge and agree that the provisions of this Section 2.05 shall hereby constitute a “reimbursement” under Chapter 372 of the Texas Local Government Code.

(b) The Owner reimbursement provisions contained in this Section 2.05 shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than net proceeds from the PID Bonds and Special Assessment Revenues.

(c) Owner’s right, title and interest to the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee, as defined in this subsection 2.05(c)) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Subject to the terms of Section 8.03 hereof, Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner’s right, title, or interest under this Agreement including, but not limited to, any right, title or interest of Owner in and to payment of its unreimbursed Actual Costs (a “**Transfer**,” and the person or entity to whom the transfer is made, a “**Transferee**”). The Owner waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

**Section 2.06. Obligations Secured by Pledged Revenues.**

**THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN THE INDENTURE) AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES.**

**ARTICLE III. CONSTRUCTION AND ACQUISITION**

**Section 3.01. Acquisition of Authorized Improvements.**

(a) The Owner will dedicate the Authorized Improvements identified in Exhibit “D” and the Assessment Plan to the City, subject to subsection (b) below, upon completion of said Authorized Improvements and the City will accept dedication of such Authorized Improvements after confirming that the applicable Authorized Improvements have been completed in accordance with this Agreement and Regulatory Requirements.

(b) In the event any Authorized Improvements are dedicated to an Owners’ Association, the Owner shall execute and deliver to the City an easement providing for the public use of the Authorized Improvement.

**Section 3.02. Designation of Construction Manager, Construction Engineers.**

(a) The City hereby designates the Owner, or its assignees, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article III, subject to the City’s review and approval of design specifications and easement locations.

(b) Inspection of the construction of all Authorized Improvements shall be by City Construction Representative or its designees. If the PID Bonds have not been issued, the Owner shall pay the inspection fee which shall be included in the Actual Cost and may later be reimbursed to Owner when PID Bonds are issued. If the PID Bonds have been issued, the Owner may pay the inspection fee out of the PID Bond proceeds.

(c) The City shall cooperate with the Owner in connection with Owner's services as Construction Manager.

(d) The Owner shall designate the consulting engineers for the Authorized Improvements for the compensation specified by the Owner.

**Section 3.03. Designation of Construction Manager Subcontractor.**

The City acknowledges and agrees that Owner may subcontract out all or some of the duties of Construction Manager to a third party. Owner may designate an individual, company, partnership or other entity as a subcontractor for construction management services for one or more Authorized Improvements or distinct Segments thereof.

**Section 3.04. Maintenance of Project, Warranties.**

Except as set forth in Section 3.01(b) or as may be otherwise provided for herein, the Owner shall maintain each Authorized Improvement (or Segment thereof) in good and safe condition until such Authorized Improvement (or Segment thereof) is accepted by the City. The City's acceptance of Authorized Improvements shall be in accordance with the City standard rules and procedures for the acceptance of subdivision improvements, as modified by this Agreement. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement. On or before the acceptance by the City of an Authorized Improvement (or Segment thereof), the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidences of contingent obligations of third persons with respect to such Authorized Improvement (or Segment thereof).

**Section 3.05. Regulatory Requirements; Exemption from Public Bidding.**

(a) Notwithstanding anything to the contrary contained herein, the Owners shall be responsible for the costs of designing, constructing, and obtaining the City's acceptance of the Authorized Improvements, in accordance with Regulatory Requirements, the City-approved plans and specifications, and good engineering practices. The Owner will be entitled to reimbursement for the Actual Costs of the Authorized Improvements as provided in this Agreement and any other agreement with the City, and subject to the terms and limitations of said agreements; provided that Owner will be responsible for the costs that exceed the authorized reimbursement amounts. Once Owner begins construction of any Authorized Improvement or Segment thereof, Owner shall complete said Authorized Improvement or Segment thereof within a commercially reasonable time.

(b) It is agreed that the District will be exempt from any public bidding or other purchasing and procurement policies pursuant to Texas Local Government Code Section 252.022(a)(9) which states that a project is exempt from such policies if "paving, drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements".

(c) The City Construction Representative agrees to cooperate with the Owner to the

extent reasonably possible without detriment to proper engineering review, comment, and revision on the review and approval of the engineering, design, plans, and specifications of all Authorized Improvements submitted by the Owner.

**Section 3.06. Additional Requirements for Authorized Improvements Funded with Progress Payments.**

The following additional requirements shall be applicable to Authorized Improvements funded in accordance with the procedures set forth in Section 4.02:

(a) All change orders or costs increases for applicable Authorized Improvements must be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order is in excess of \$100,000.00; provided that no change order (regardless of the amount) shall substantially change the character or nature of the Authorized Improvement. The Construction Manager shall provide copies of all approved change orders to the Financial Advisor, Underwriter and Trustee within ten (10) days after approval.

(b) After the Effective Date and prior to commencement of construction of an Authorized Improvement, Owner shall cause its general contractor to provide a payment and performance bond meeting the requirements set forth in Chapter 2253, Texas Government Code.

**Section 3.07. Owner's Association**

(a) The Owner has created, or will create, one or more home owners associations for the Property (collectively the "**Owners' Association**"), and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "**Association Regulations**") to assure the Owner's Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owners' Association pursuant to this Section, and plat notes that appear on final plats for the Property.

(b) The Owners' Association dues and assessments required to be established, maintained and collected by the Owners' Association pursuant to this Agreement shall be in addition to, and not in lieu of, any and all other fees, charges and assessments that will be applicable to the Property.

**Section 3.08. Buyer Disclosure Program**

(a) The Owner agrees to comply with the Buyer Disclosure Program described in Exhibit "G" attached hereto.

**Section 3.09. Sales and Use Tax Exemption**

(a) The parties agree that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the Texas Tax Code from sales and use taxes levied by the State of Texas, or by any County, City, special district, or other political subdivision of the State, as set forth in Texas Tax Code Section 151.309.

(b) The City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in Texas Tax Code Section 151.309) for exemption from sales and use taxes.

## **ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS**

### **Section 4.01. Overall Requirements.**

(a) Any payment obligation of the City hereunder shall be payable solely from Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds. Unless approved by the City, no other funds, revenues, taxes, or income of any kind other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds shall be used to pay the City's obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Special Assessments Revenues or, if PID Bonds are issued, the proceeds of such bonds. None of the City, nor any of its elected or appointed officials or any of its respective officers, employees, consultants or representatives shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

(b) The City does not warrant, either expressed or implied, that the Special Assessment Revenues or proceeds of the PID Bonds will be sufficient for the construction or acquisition of all of those particular Authorized Improvements. The Parties anticipate that the Actual Costs to construct the Authorized Improvements will be greater than the Special Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available for Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of the PID Bonds or Special Assessment Revenues.

(c) Upon completion of an Authorized Improvement, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III above, the given Authorized Improvement for the Cost, after such Authorized Improvement is completed and has been accepted by the City. The general process for funding of Authorized Improvements is detailed in this Section 4.02. Upon written acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the City shall thereafter be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(d) The procedures set forth in Section 4.02(d) below shall apply to all Certifications for Payment regardless of which account within the applicable Project Fund the actual funds are being paid from.

(e) Upon written request of the Owner, the City will consider the adoption of the Assessment Ordinance that (i) approves the Service and Assessment Plan identifying the costs

of the Authorized Improvements and the Special Assessments for and (ii) levies said Special Assessments. The City will levy and collect such Special Assessments in accordance with the approved Service and Assessment Plan, as amended or updated, and the applicable Assessment Ordinance as further provided in this Agreement.

#### **Section 4.02. Payments for Authorized Improvements Prior to PID Bond Issuance**

a) Upon the approval of the Assessment Ordinance and prior to the issuance of PID Bonds, the City shall bill and collect the Special Assessment Revenues collected from the Assessed Properties as described in subparagraph (d) below.

(b) Subject to Section 4.02(a) above, the costs of the Authorized Improvements will be initially financed through the applicable Acquisition and Reimbursement Agreement. Pursuant to the terms of such Acquisition and Reimbursement Agreement, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III of the Agreement, the Authorized Improvement for the Cost thereof, after such Authorized Improvement is completed and has been accepted by the City. The general process for funding the Authorized Improvements before the issuance of PID Bonds is described in this Section 4.02(b), and more specifically described in an Acquisition and Reimbursement Agreement.

(c) Pursuant to an Acquisition and Reimbursement Agreement, the City will reimburse the Owner for Actual Costs incurred in connection with the applicable Authorized Improvements until PID Bonds are issued in an amount necessary to reimburse Owner for the Actual Costs of the applicable Authorized Improvements less any amounts already reimbursed to Owner pursuant to an Acquisition and Reimbursement Agreement. The Owner will be reimbursed for only those Actual Costs for which Special Assessment Revenues or PID Bond proceeds are available.

(d) Upon written request of the Owner, the City shall consider the adoption of an Assessment Ordinance. The City will collect the Special Assessments for its Authorized Improvements in accordance with the Service and Assessment Plan and the applicable Assessment Ordinance. Upon collection of such Special Assessments, the City will hold the Special Assessments in a designated account separate from the City's other accounts (the "**Operating Account**"), such funds to be used to reimburse Owner for the Actual Costs of the applicable Authorized Improvements pursuant to the terms of an Acquisition and Reimbursement Agreement. Once PID Bonds have been issued, the proceeds of such PID Bonds will be transferred to the Trustee and deposited in the proper funds and accounts in the priority set forth in the applicable Indenture. Special Assessment Revenues shall only be used to pay Actual Costs of the Authorized Improvements in accordance with this Agreement.

(e) Pursuant to an Acquisition and Reimbursement Agreement, and as more fully described therein, the Owner may submit a Certification for Payment, substantially in the form provided in Exhibit "E", to the City for payment of the Actual Costs of an Authorized Improvement from funds then available in the appropriate subaccount of the Operating Account held by the City.

(f) At the time of the closing of any PID Bonds, Owner may, concurrently with the initial draw from the applicable PID Bonds and under substantially the same procedures as set forth above, be reimbursed for: (i) the Unpaid Balance under the applicable Acquisition and Reimbursement Agreement;

and (ii) any other qualified and permitted costs approved by the City under substantially the same procedures as set forth above (collectively, the “**Owner Expended Funds**”).

#### **Section 4.03. Payments for Authorized Improvements Upon the Issuance of PID Bonds**

(a) PID Bonds shall be issued in accordance with Section 5.01 hereof.

(b) The proceeds from the issuance of the PID Bonds remaining after payment of amounts under Section 4.02 of this Agreement (if applicable) will be held by the Trustee in various segregated accounts under the Project Fund established pursuant to the Indenture. Those sums held in the various segregated accounts will be advanced to the Owner by the Trustee to fund the Actual Costs of the Authorized Improvements (as more particularly specified herein and in the Service and Assessment Plan) upon receipt of a completed Certification for Payment substantially in the form as attached hereto in **Exhibit “E”**. At least thirty (30) calendar days prior to the time of the closing of the PID Bonds, Owner may submit a Closing Disbursement Request substantially in the form attached hereto in **Exhibit “F”** executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City Construction Representative shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, the City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, Owner shall be reimbursed an amount equal to the applicable Owner Expended Funds.

(c) The general process for funding of Authorized Improvements from funds on deposit in the Project Fund is as follows:

(1) the Owner shall deliver to the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as Exhibit “E” executed by the Construction Manager and the Project Engineer evidencing the Actual Costs,

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the PID Bond in question and the conveyance to the City (for Completed Authorized Improvements only), and

(iii) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of the PID Bonds were constructed in accordance with the plans therefor (for completed Authorized Improvements only) and verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City Construction Representative agrees to conduct such review and cost verification in an expeditious manner after the Certification for Payment is submitted. The Owner agrees to cooperate with the City in conducting each such

review and to provide the City Construction Representative with such additional information and documentation as is reasonably necessary for the City Construction Representative to conclude each such review. Upon confirmation by the City Construction Representative that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for completed Authorized Improvements only), and verification and approval by the City of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days thereafter accept those Authorized Improvements not previously accepted by the City Construction Representative and shall sign the Certification for Payment and forward the same to the Administrator. The Administrator shall then have up to ten (10) business days to forward the executed Certification for Payment to the Trustee for payment.

(d) In addition to the submitted items required in 4.02(d) above, in order to obtain the final progress payment for an Authorized Improvement funded by the PID Bonds pursuant to this Section 4.03, the Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and the City required maintenance bond for such Authorized Improvement.

#### **Section 4.04. Assignment of Right to Payment of Unreimbursed Costs**

Owner's right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of Owner's right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either PID Bond proceeds or Special Assessment Revenues, (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the issuance of municipal securities by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner and the City in the Disclosure Agreement of Owner.

### **ARTICLE V. PID BONDS**

#### **Section 5.01. Issuance of PID Bonds.**

(a) Subject to the terms and conditions set forth in this Section V, the City intends to pay for the Authorized Improvements, by issuing PID Bonds in one or more series. The City shall use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue, as expeditiously and prudently possible, the PID Bonds, within



three (3) months of receipt of a Bond Issuance Request. The Authorized Improvements to be constructed and funded in connection with the PID Bonds are detailed on the chart attached hereto as Exhibit “D” and the Assessment Plan.

(b) The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the Actual Costs of the Authorized Improvements, (ii) required reserves and capitalized interest (if any) during the period of construction and not more than [12 months] after the completion of construction of all Authorized Improvements covered by the PID Bond issue in question and in no event for a period greater than [18 months] from the date of the initial delivery of the PID Bonds (iv) the Reserve Fund and the Administrative Fund (as defined in the Indenture), and (iv) any costs of issuance for the PID Bonds.

(c) The final maturity for each series of PID Bonds shall occur no later than 30 years from the issuance date of said PID Bonds.

(d) PID Bonds are not required to be issued under this Article V unless: (1) the statutory requirements set forth in Chapter 372 of the Texas Local Government Code have been satisfied; (ii) the City receives at the time of issuance an opinion of counsel selected by the City stating in effect that the PID Bonds are legal and valid under Texas law and that all preconditions to their issuance under State law have been satisfied; and (iii) the approving opinion of the Attorney General of the State of Texas as required by the PID Act.

(e) If proceeds from PID Bonds are still available after all the Authorized Improvements included on the applicable Certifications for Payment are accepted by the City and Owner has been reimbursed for all unreimbursed Actual Costs incurred in connection therewith, the proceeds may be utilized to finance other Authorized Improvements within the Property for which reimbursements are not being received by the Owner from other public sources.

#### **Section 5.02. Project Fund.**

(a) The City hereby covenants and agrees that if PID Bonds are issued, the Indenture will establish a Project Fund as a separate fund to be held by the Trustee under the Indenture. The portion of the proceeds of the PID Bonds issued to pay Actual Costs of Authorized Improvements and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund.

(b) As described in subparagraph (a) above, proceeds from the PID Bonds will be placed in the Bond Improvement Account within the Project Fund which will be held by the Trustee under the Indenture.

#### **Section 5.03. Denomination, Maturity, Interest, and Security for Bonds.**

(a) The PID Bonds shall be finally authorized by the City Council and shall be issued in the denominations, shall mature and be prepaid, shall bear interest, and shall be secured by and payable solely from the PID Bond Security, all to be as described and provided in the PID Bond Ordinance or Indenture, as applicable.

(b) The final and adopted versions of the PID Bond Ordinance and the Indenture (and all documents incorporated or approved therein) shall contain provisions relating to the withdrawal, application, and uses of the proceeds of the PID Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Owner and consistent with this Agreement.

**Section 5.04. Sale of PID Bonds.**

Once approved, the PID Bonds shall be issued by the City and shall be marketed and sold through negotiated sale to an approved third party with the cooperation and assistance of the Owner in all respects with respect to the preparation of marketing documents, such as preliminary and final offering memoranda or in such other marketing and/or sales method mutually agreed upon by the City and the Owner.

**Section 5.05. Parity Bonds.**

(a) Any Actual Costs for Authorized Improvements not paid or reimbursed from the proceeds of the initial series of PID Bonds may be paid or reimbursed from the proceeds of Parity Bonds. It is contemplated that Parity Bonds may be issued after issuance of the initial series of PID Bonds.

(b) The City agrees to use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue Parity Bonds within four to six months after receiving from Owner a Bond Issuance Request, provided that Owner can reasonably demonstrate to the City and its financial advisors that: (i) any applicable test pertaining to the issuance of Parity Bonds have been satisfied; and (ii) there is sufficient security for such Parity Bonds, based upon the bond market conditions existing at the time of such proposed sale.

(b) The purpose of a Parity Bond issuance would be to fund (i) Authorized Improvements benefitting the District that were not completed at the time the initial PID Bonds were issued; or (ii) the Actual Costs of Authorized Improvements that were completed at the time the initial PID Bonds secured by Assessments but that were not fully reimbursed by said initial PID Bonds.

(c) There may be more than one series of Parity Bonds secured by Assessments. If the Parity Bonds secured by Assessments levied are sufficient to fully reimburse Owner for the unreimbursed Actual Costs, then Owner's right to receive any portion of the Assessments for such purposes shall automatically terminate. However, if the net proceeds of Parity Bonds are not sufficient to reimburse Owner for the unreimbursed Actual Costs eligible to be paid from Assessments, or if the amount to be funded by such Parity Bonds is insufficient to justify issuance in the City's reasonable discretion, then Owner shall continue to receive the Assessments to the extent, and only to the extent, those funds remain available therefor after debt service is paid on the applicable PID Bonds until the date the Owner is fully repaid for the unreimbursed Actual Costs eligible to be paid from Assessments.

**Section 5.06. Acquisition and Reimbursement Agreements.**

(a) It is intended that the costs of all Authorized Improvement will be initially financed through one or more Acquisition and Reimbursement Agreements. As provided in Section 4.03 above, prior to commencing construction of any Authorized Improvement, the Owner and the City will enter into an Acquisition and Reimbursement Agreement, which will provide for Special Assessments that will reimburse the Owner for Actual Costs incurred in connection with the Authorized Improvement until PID Bonds are issued in an amount necessary to reimburse Owner for the Actual Costs of the applicable Authorized Improvement less any amounts already reimbursed to Owner pursuant to an Acquisition and Reimbursement Agreement.

**ARTICLE VI. REPRESENTATIONS AND WARRANTIES**

**Section 6.01. Representations and Warranties of City.**

The City makes the following representation and warranty for the benefit of the Owner:

That the City is a municipal corporation and political subdivision of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt the Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

**Section 6.02. Representation and Warranties of Owner**

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) This Agreement is a valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) That (i) Owner will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to Certification for Payment.

(e) For a period of two years after the final Acceptance Date of the final phase of the Authorized Improvements, the Owner covenants to maintain proper books of record and account

for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with sound accounting practices, and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

## **ARTICLE VII. DEFAULT AND REMEDIES**

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice (or five (5) days in the case of a monetary default), subject, however, in the case of non-monetary default, to the terms and provisions of subparagraph (c). Upon a breach of this Agreement, the non-defaulting Party may in any court of competent jurisdiction, by an action or proceeding at law or in equity, secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement.

(c) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence, communicable disease outbreaks, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. In no event shall the obligation to make monetary payments be subject to force majeure.

**ARTICLE VIII. GENERAL PROVISIONS**

**Section 8.01. Notices.**

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City:                      City of Pflugerville  
   Attn: City Manager  
   100 East Main Street, Suite 300  
   P.O. Box 589  
   Pflugerville, TX 78691

With a copy to:                \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

If to Owner:                    Meadowlark Preserve, LLC  
   Attn: Thomas Anker  
   13620 N. FM 620  
   Building B, Suite 150  
   Austin, Texas 78717

With a copy to:                Metcalfe Wolff Stuart & Williams, LLP  
   Attn: Talley Williams  
   221 W. 6th, Suite 1300  
   Austin, Texas 78701

**Section 8.02. Fee Arrangement.**

(a) The Owner agrees that it will pay all of the City’s reasonable costs and expenses (including the City’s third party advisors and consultants) related to the creation and administration of the District, as well as costs and expenses relating to the development and review of the Service and Assessment Plan (including legal fees and financial advisory fees) (“**City PID Costs**”). Prior to closing of the PID Bonds, the City shall (i) submit to the Owner and the Trustee invoices and other supporting documentation evidencing the City PID Costs and (ii) direct the Trustee to pay these fees, as applicable, to the City or on behalf of the City from proceeds of the initial PID Bonds.

In addition to any City PID Costs pursuant to the preceding sentences, all fees of legal counsel related to the issuance of the PID Bonds, including fees for the review of the District creation and District administration documentation, the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds incurred by the Owner or otherwise, will be paid at closing from proceeds of the initial PID Bonds.

(b) The Owner shall be solely responsible for the costs associated with the issuance of any Parity Bonds. The terms of subparagraph (a) above shall apply to the Owner in the event that any Parity Bonds are issued.

(c) The City has entered into a separate agreement with an Administrator to administer the District after Closing. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

### **Section 8.03. Assignment.**

(a) Notwithstanding Section 4.04 above, Owner may, in its sole and absolute discretion, transfer or assign its rights or obligations under this Agreement with respect to all or part of the Property from time to time to an Affiliate or Development Partner without the consent of the City. Until such time as the Authorized Improvements have been completed, Owner shall not transfer or assign its rights or obligations under this Agreement with respect to all or a part of the Property to a non-Affiliate or non-Development Partner without the prior consent of the City such consent not to be unreasonably withheld, so long as the non-Affiliate or non-Development Partner entity is not in default in the payment of taxes, assessments, fees, or any agreements with the City. Owner shall promptly provide the City with written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all future obligations under this Agreement and shall have no liability for such obligations with respect to this Agreement for the part of the Property so assigned.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Owner, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Owner or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

#### **Section 8.04. Term of Agreement.**

This Agreement shall terminate on the date on which the City and Owner discharge all of their obligations hereunder. This section 8.04 is a covenant running with the land and is binding on the Owner's successors and assigns.

#### **Section 8.05. Construction of Certain Terms.**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender include any gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.
- (g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.
- (h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."
- (i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."
- (j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval," "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such

instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

**Section 8.06. Table of Contents; Titles and Headings.**

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

**Section 8.07. Amendments.**

This Agreement may only be amended, modified, revised or changed by written instrument executed by the Parties.

**Section 8.08. Time.**

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

**Section 8.09. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

**Section 8.10. Entire Agreement.**

This Agreement contains the entire agreement of the Parties.

**Section 8.11. Severability; Waiver.**

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.



### **Section 8.12. Owner as Independent Contractor.**

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

### **Section 8.13. Supplemental Agreements.**

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Assessment Plan, Assessment Ordinance, PID Bond Ordinance and Indenture.

### **Section 8.14. City's Acceptance of Authorized Improvements.**

The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements.

### **Section 8.15. Boycotts and Foreign Business Engagements.**

The Owner hereby verifies, for purposes of Chapter 2271, Texas Government Code, that at the time of execution and delivery of this Agreement, neither the Owner, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, boycotts Israel or will boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

### **Section 8.16. Not a listed Company.**

The Owner hereby verifies that, neither the Owner, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>.

The foregoing verification is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, 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. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

#### **Section 8.17. Non-Discrimination Against Firearm Entity or Trade Association.**

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), the Owner hereby verifies that at the time of execution and delivery of this Agreement, neither the Owner, nor any of its parent company, wholly- or majority- owned subsidiaries, and other affiliates of the same, if any, have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association, as set forth in Section 2274.001(3), Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the [Paying/Escrow] and exists to make a profit.

#### **Section 8.18. No-Boycott Energy Companies.**

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Owner 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 Agreement. The foregoing verification is made solely to enable the City to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or Federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Property Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Property Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 and exists to make a profit.

#### **Section 8.19. Exhibits.**

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A - Definitions
- Exhibit B - Property
- Exhibit C - Preliminary Service and Assessment Plan
- Exhibit D - Authorized Improvements
- Exhibit E - Form of Certification for Payment
- Exhibit F - Closing Disbursement Request
- Exhibit G - Buyer Disclosure Program
- Exhibit H - Form of Acquisition and Reimbursement Agreement

[Signatures on next page.]

**CITY OF PFLUGERVILLE, TEXAS**  
a home rule city and Texas municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signatures continue on next page.]

**Meadowlark Preserve, LLC**, a Delaware limited liability company

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of Meadowlark Preserve, LLC, a Delaware limited liability company, on behalf of said entity.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

## Exhibit "A"

### DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

**"Acceptance Date"** means, with respect to a Segment, the date that the Actual Cost thereof is paid to the Owner pursuant to the terms hereof.

**"Acquisition and Reimbursement Agreement"** means (whether one or more) an agreement that provides for construction and dedication of a Authorized Improvement (or Segment) to the City prior to the Owner being paid out of the applicable PID Bond proceeds, whereby all or a portion of the Actual Costs will be paid to Owner initially from Special Assessment Revenues (and ultimately from PID Bonds) to reimburse the Owner for actual costs paid by the Owner that are eligible to be paid with PID Bond proceeds. The form of Acquisition and Reimbursement Agreement shall be reasonably acceptable to the City and Owner and substantially in accordance with the form attached hereto as Exhibit "H".

**"Actual Cost(s) of the Authorized Improvements"** means the Owner's demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. The Actual Costs may include (a) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, financing, acquisition, installation, construction and/or implementation of such Authorized Improvements, (b) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvements, (c) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to the Authorized Improvements; (d) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvements, (e) all related permitting, zoning and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and all payments for Administrative Expenses after the date of a resolution authorizing such reimbursement, plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore

**"Administrator"** means the employee or designee of the City, including a third party designee whom the City designates by contract, who shall have the responsibilities provided for herein and in the Assessment Plan. As of the Effective Date, the City has designated P3Works as the Administrator.

**"Administrative Expenses"** means the administrative, organization, and operation costs and expenses associated with, or incident to, the administration, organization, operation of the District, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) organizing the District and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Special

Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Special Assessments, (v) issuing, paying and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel), and (ix) administering the construction of the Authorized Improvements, in accordance with the terms of this Agreement.

“**Affiliate**” means any entity that controls, is controlled by, or is under common control with the Owner.

“**Agreement**” has the meaning given in the recitals to this Agreement.

“**Annual Installments**” shall have the meaning given in the Service and Assessment Plan.

“**Appraisal**” means an appraisal of the Property prepared by a duly qualified, licensed appraiser in the State of Texas acceptable to the Owner and the City.

“**Assessed Property**” means for any year, Parcels within the District other than Non-Benefited Property.

“**Assessment Ordinance**” means the ordinance adopted by the City Council approving the Assessment Plan (or such amendments to the Assessment Plan) and levying the Special Assessments, as required by Article II of this Agreement.

“**Assessment Plan**” means the Meadowlark Preserve Public Improvement District Service and Assessment Plan (as such plan is amended from time to time), to be initially adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Owner, as required by Article II of this Agreement. The Parties hereby acknowledge that the Assessment Plan may be amended from time to time.

“**Attorney General**” means the Texas Attorney General's Office.

“**Authorized Improvement(s)**” means individually or collectively any, each, and, or, all improvements which are included in the Service and Assessment Plan as such plan is amended and updated from time to time.

“**Bond Issuance Costs**” means costs relating to the authorization, sale and issuance of the PID Bonds including printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Trustee, including its first annual administration fee, expenses incurred by the City or Owners in connection with the issuance of the PID Bonds, Financial Advisor fees, the SAP Consultant fees, the bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the PID Bonds and other costs, charges and fees in connection with the issuance of the PID Bonds.

“**Bond Issuance Request**” means the written request made by Owner to the City to issue PID Bonds in good faith as evidenced by Owner's expenditure of necessary amounts for market

studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

**“Bond Pledged Revenue Account”** means the separate and unique fund established by the City under such name pursuant to the Indenture where the portion of the Special Assessment Revenue allocated to the payment of debt service on the PID Bonds shall be deposited as set forth in Section 2.03 hereof.

**“Certification for Payment”** means the certificate in substantially the same form attached hereto as Exhibit “E”.

**“City”** has the meaning given in the recitals to this Agreement.

**“City Construction Representative”** means the employee or designee of the City carrying out the duties as described in this Agreement.

**“City Council”** means the duly elected governing body and council of the City.

**“City Manager”** means the City Manager of the City or their designee(s).

**“City PID Costs”** has the meaning given in Section 8.02(a) of this Agreement.

**“Closing Disbursement Request”** has the meaning given in Section 4.02(d) of this Agreement.

**“Construction Manager”** means initially the Owner, and thereafter subject to change in accordance with Section 3.03 of this Agreement. The City acknowledges and agrees that (i) the Owner intends to subcontract out the duties of Construction Manager to a third party and (ii) Owner’s hiring of the initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of Section 3.03.

**“County”** means Travis County, Texas.

**“Designated Successors and Assigns”** shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

**“Development Agreement”** has the meaning given in the recitals to this Agreement.

**“Development Partner”** or **“Development Partner entity”** means an entity that the Owner sells all or a portion of the Property to for purposes of assisting the Owner with the responsibilities of developing the horizontal infrastructure and/or other improvements within the Project; provided, however, the Owner retains the right to purchase all of the land or developed



lots (as applicable) within the Property covered by said agreement in order to construct residential homes.

“**District**” has the meaning given in the recitals to this Agreement.

“**Effective Date**” has the meaning given in the recitals to this Agreement.

“**Financial Advisor**” means \_\_\_\_\_.

“**Indenture**” means that certain Indenture of Trust between the City and Trustee covering the PID Bonds for the Property, as it may be amended from time to time.

“**Initial City PID Costs**” shall have the meaning given in Section 8.02 of this Agreement.

“**Non-Benefitted Property**” means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements, as determined by the City Council, including Parcels owned by a public entity. A Parcel is not assessed if the Parcel is identified as Non-Benefitted Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to an amendment to the Service and Assessment Plan.

“**Notice**” means any notice, writing, or other communication given under this Agreement.

“**Owner**” has the meaning given in the recitals to this Agreement.

“**Owners’ Association**” means a homeowner’s association or property owner’s association.

“**Owner Expended Funds**” is defined in Section 4.02(f).

“**Parcel**” means a property identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Travis County, or by any other means determined by the City.

“**Parity Bonds**” means any PID Bonds issued subsequent to the PID Bonds and secured on a parity basis therewith.

“**Party**” means the Owner or the City, as parties to this Agreement, and “**Parties**” means collectively, the Owner and the City.

“**Payment Request**” means the document to be provided by the Owner to substantiate the Actual Cost of one or more Segments.

“**PID Act**” means Chapter 372, Local Government Code, as amended.

“**PID Bond Ordinance**” means and refers to the ordinance or ordinances of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for

their security and payment, either under the terms of the Bond Ordinance or the Indenture related to the PID Bonds.

**“PID Bond Security”** means the funds that are to be pledged in or pursuant to the PID Bond Ordinance or the Indenture to the payment of the debt service requirements on the PID Bonds, consisting of the Special Assessments, including earnings and income derived from the investment or deposit of Special Assessments in the special funds or accounts created and established for the payment and security of the PID Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

**“PID Bonds”** means the bonds to be issued by the City, which may include funds for any required reserves and amounts necessary to pay the Bond Issuance Costs, and to be secured by a pledge of the PID Bond Security pursuant to the authority granted in the PID Act, and as required by this Agreement for the purposes of (i) financing the costs of the Authorized Improvements and related costs, and (ii) reimbursing the Owner for Actual Costs paid prior to the issuance of and payment for the PID Bonds.

**“Pledged Revenue Fund”** means the separate and unique fund established by the City under such name pursuant to the Indenture wherein the Special Assessment Revenues are deposited.

**“Prepayment”** means the payment of all or a portion of a Special Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of a Special Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Special Assessment.

**“Project Costs”** means the total of all Actual Costs.

**“Project Engineer”** means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein.

**“Project Fund”** means the separate and unique fund established by the City under such name pursuant to the applicable Indenture as described in Section 5.02 hereof.

**“Property”** has the meaning given in the recitals to this Agreement.

**“Buyer Disclosure Program”** means the disclosure program, administered by the Administrator as set forth in Exhibit “G” attached hereto or as otherwise agreed to by the City and the Owner(s) that establishes a mechanism to disclose to each “end user/homeowner” the terms and conditions under which their lot or parcel is burdened by the District.

**“Regulatory Requirements”** means the requirements and provisions of any state or federal law, and any permits, rules, orders or regulations issued or adopted from time to time by any regulatory authority, state, federal or other, having jurisdiction over the Authorized Improvements, as adjusted by the PUD.

**“SAP Consultant”** means \_\_\_\_\_.

**“Segment” or “Segments”** means the discrete portions of the Authorized Improvements identified as such.

**“Special Assessments”** means the assessments levied against properties in the District, as provided for in the applicable Assessment Ordinance and in the Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

**“Special Assessment Revenues”** means the monies collected from Special Assessments, including supplemental assessments and reassessments, interest, expenses, or penalties on Special Assessments, prepayments, foreclosure proceeds, and proceeds from a guarantor, if any, of the Special Assessments.

**“State”** means the State of Texas.

**“Trustee”** means the trustee under the Indenture, and any successor thereto permitted under the Indenture.

**“Underwriter”** means a qualified, third party underwriter selected by the City.

**“Unpaid Balance”** shall have the meaning given in the applicable Acquisition and Reimbursement Agreement.

**Exhibit "B"**

**PROPERTY**

Tract One of 97.882 acres

And

Tract Two of .224 acres

FIELD NOTES  
FOR "TRACT 1"

A 97.882 ACRE OR 4,263,759 SQUARE FOOT TRACT OF LAND, SITUATED IN THE JOHN LEISSE SURVEY, SECTION NO. 18, ABSTRACT NO. 496 IN TRAVIS COUNTY, TEXAS. BEING A CALLED 50 ACRE TRACT (FIRST TRACT), BEING A PORTION OF A CALLED 45 ACRE TRACT (SECOND TRACT), AND BEING ALL OF A CALLED 5.24 ACRE TRACT (THIRD TRACT), SAVE AND EXCEPT A 0.28 OF AN ACRE TO GEORGE S. MATTHEWS COUNTY JUDGE IN DEED DATED MAY 16, 1925, ALL AS NOTED IN AN EXECUTER'S DEED RECORDED IN DOCUMENT NO. 2009129811 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 97.882 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 "SA Garza Engineers" found on a point in the south margin of Jesse Bohls Road, said point being in the west right-of-way line of Cameron Road, a variable width right-of-way, same being the northeast corner of said 50-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

**THENCE S 27°09'09" W**, with the west right-of-way line of said Cameron Road, same being the east boundary line of said 50-acre tract, and, in part, with the east boundary line of said 5.24-acre tract, a distance of **2519.38 feet** to a found mag nail with washer stamped "SPPC" found in the south side of a cedar fence post, being in the west right-of-way line of said Cameron Road, said point being the southeast corner of said 5.24-acre tract, same being the northeast corner of a called 10.290-acre tract (Tract 6) conveyed to SBJV Investments, LTD., recorded in Document No. 2017091667 of the Official Public Records of Travis County, Texas for the southeast corner hereof;

**THENCE N 39°36'41" W**, departing the west right-of-way line of said Cameron Road, with the south boundary line of said 5.24-acre tract, same being the north boundary line of said 10.290-acre tract, at a distance of 752.10 feet passing an iron rod with cap marked "Bryan Tech Services" found at the northwest corner of said 10.290-acre tract, same being the northeast corner of a called 84.3-acre tract (Tract 3) conveyed to SBJV Investments LTD, recorded said Document No. 2017091667, continuing with the south boundary line of said 5.24-acre tract, same being the north boundary line of said 84.3-acre tract, a total distance of **1127.67 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the east boundary line of a called 20.292-acre tract (Tract 5), conveyed to SBJV Investments LTD, recorded said Document No. 2017091667, at the west corner of said 5.24-acre tract, same being the southwest corner of said 50-acre tract, also being the northwest corner of said 84.3-acre tract for the southernmost southwest corner hereof;

**THENCE N 27°28'49" E**, with the west boundary line of said 50-acre tract, same being the east boundary line of said 20.292-acre tract, a distance of **284.86 feet** to an iron rod with cap marked "Bryan Tech Services" found on a point in the west boundary line of said 50-acre tract, said point being the southeast corner of said 45-acre tract, same being the northeast corner of said 20.292-acre tract for the southwest ell corner hereof;

**THENCE N 63°15'45" W**, departing the west boundary line of said 50-acre tract, with the south boundary line of said 45-acre tract, same being the north boundary line of said 20.292-acre tract, at a distance of

722.42 feet passing an iron rod with cap marked "Bryan Tech Services" found at the northwest corner of said 20.292-acre tract, same being the northeast corner of a called 33.233-acre tract (Tract 4) conveyed to SBJV Investments LTD, recorded said Document No. 2017091667, continuing with the south boundary line of said 45-acre tract, same being the north boundary line of said 33.233-acre tract, a total distance of **1082.97 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the east boundary line of a called 18.90-acre tract (Tract 2), conveyed to CE Development, Inc., recorded in Document No. 2018072720 of the Official Public Records of Travis County, Texas, said point being the southwest corner of said 45-acre tract, same being the northwest corner of a called 33.233-acre tract for the westernmost southwest corner hereof;

**THENCE** with the west boundary line of said 45-acre tract, same being the east boundary line of said 18.90-acre tract, and, in part, with the east margin of said Jesse Bohls Road, the following ( ) courses and distances:

1. **N 26°45'16" E**, a distance of **348.02 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
2. along the arc of a curve to the right, having a **radius of 380.00 feet**, a **central angle of 17°10'16"**, a **chord bearing and distance of N 35°20'24" E, 113.46 feet**, for an **arc length of 113.88 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of reverse curvature hereof,
3. along the arc of a curve to the left, having a **radius of 560.00 feet**, a **central angle of 17°07'55"**, a **chord bearing and distance of N 35°21'34" E, 166.82 feet**, for an **arc length of 167.44 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof, and
4. **N 26°45'16" E**, a distance of **913.08 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof;

**THENCE** along the arc of a curve to the right, with the southwest margin of said Jesse Bohls Road, said curve having a **radius of 260.00 feet**, a **central angle of 90°29'11"**, a **chord bearing and distance of N 71°59'51" E, 369.25 feet**, for an **arc length of 410.61 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,

**THENCE S 62°45'33" E**, with the north boundary line of said 45-acre tract, and, in part, with the north boundary line of said 50-acre tract, same being the south margin of said Jesse Bohls Road, a distance of **1825.91 feet** to the **POINT OF BEGINNING** and containing 97.882 acres in Williamson County, Texas. Said tract being described in accordance with an on the ground survey prepared under Job No. 59014-21 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: May 17, 2021  
JOB No.: 51160-00  
DOC.ID.: H:\Survey\CIVIL\51260-00\Word\  
FN51060-00\_97.882Ac\_Tract 1.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01



## FIELD NOTES FOR TRACT 2:

A 0.224 ACRE TRACT OR 9,771 SQUARE FOOT TRACT OF LAND, SITUATED IN THE JOHN LEISSE SURVEY, SECTION NO. 18, ABSTRACT NO. 496 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 45 ACRE TRACT (SECOND TRACT), AS NOTED IN AN EXECUTER'S DEED RECORDED IN DOCUMENT NO. 2009129811 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.224 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:

**COMMENCING** at an iron rod with cap marked "SA Garza Engineers" found on a point in the south margin

of Jesse Bohls Road, said point being in the west right-of-way line of Cameron Road, a variable width rightof-

way, same being the northeast corner of said 50-acre tract First Tract, as noted in an Executer's Deed recorded in Document No. 2009129811 of the Official Public Records of Travis County, Texas;

**THENCE N 62°45'33" W**, with the north boundary line of said 50-acre tract, and, in part, with the north boundary line of a called 45-acre tract, Section Tract, as noted in an Executer's Deed recorded in Document No. 2009129811 of the Official Public Records of Travis County, Texas, same being the south margin of said Jesse Bohls Road, at a distance of 1825.91 feet passing a ½" iron rod with yellow cap marked

"Pape-Dawson" set on a point in the south margin of said Jesse Bohls Road, said point being the northwest

corner of said 45-acre tract, continuing through the interior of said Jesse Bohls Road, for a total distance of **1996.60 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of curvature, the east corner, and **POINT OF BEGINNING** hereof;

**THENCE** along a non-tangent curve to the left, with the northwest margin of said Jesse Bohls Road, said curve having a **radius of 300.00 feet**, a **central angle of 52°03'34"**, a **chord bearing and distance of S 57°02'03" W, 263.30 feet**, for an **arc length of 272.58 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the east boundary line of a called 68.59-acre tract of land (Second Tract) recorded in Volume 736, Page 581 of the Deed Records of Travis County, Texas for the south corner and point of non-tangency hereof;

**THENCE N 26°45'16" E**, with the west boundary line of said 45-acre tract, same being the east boundary line of said 68.59-acre tract, a distance of **228.51 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northwest corner of said 45-acre tract, same being a southeast ell corner of said 68.59-acre tract for the northwest corner hereof;

**THENCE S 62°45'33" E**, with the north boundary line of said 45-acre tract, same being a south boundary line of said 68.59-acre tract, a distance of **132.77 feet** to the **POINT OF BEGINNING** and containing 0.224 acres in Williamson County, Texas. Said tract being described in accordance with an on the ground survey

prepared under Job No. 51260-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: May 17, 2021

JOB No.: 51160-00

DOC.ID.: H:\Survey\CIVIL\51260-00\Word\

FN51060-00\_0.224Ac\_Tract 2.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01

**Exhibit “C”**

Preliminary Service and Assessment Plan

[to be provided]



## Exhibit "D"

### AUTHORIZED IMPROVEMENTS

#### *Hard Costs*

- Wastewater
- Drainage (other than ponds)
- Streets/Paving
- Erosion Controls
- Clearing/Earth Work
- Ponds
- Lift Station
- Offsite Wastewater
- Offsite Drainage
- Offsite Streets
- Entry Monument & Entry Landscape
- Common Area and Pocket Park
- Trails
- Fencing

#### *Soft Costs*

- Engineering Fees
- Inspection & Plat Fees
- PID Formation Costs
- Legal & Environmental Fees

**Exhibit “E”**

**FORM OF CERTIFICATION FOR PAYMENT  
(Design – Meadowlark Preserve)**

\_\_\_\_\_ (“**Construction Manager**”)  
hereby requests payment for the percentage of design costs completed (the “**Design Costs**”) described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Meadowlark Preserve Public Improvement District Financing Agreement between (the “**City**”), dated as of \_\_\_\_\_ (the “**Finance Agreement**”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the \_\_\_\_\_ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The design work described in Attachment A has been completed in the percentages stated therein.

3. The true and correct Design Costs for which payment is requested are set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

4. Attached hereto as Attachment B is a true and correct copy of a unconditional waiver(s) evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

5. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Design Costs for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO  
FORM OF CERTIFICATION FOR PAYMENT

Date : \_\_\_\_\_ [Construction Manager Signature Block to be added]

APPROVAL BY THE CITY

The Design described in Attachment A has been reviewed, verified and approved by the City Construction Representative of the City. Payment of the Design Costs are hereby approved.

Date: \_\_\_\_\_

**CITY OF PFLUGERVILLE, TEXAS**

By: \_\_\_\_\_  
City Construction Representative

ATTACHMENT A TO CERTIFICATION OF PAYMENT (DESIGN)

<u>Description of Design Work</u>	<u>Percentage of Design Work Completed under this Certification for Payment</u>	<u>Design Costs</u>	<u>Total Percentage of Design Work Completed</u>
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ATTACHMENT B TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – unconditional waivers]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – receipts]

EXHIBIT "E"  
FORM OF CERTIFICATION FOR PAYMENT  
(Construction – Meadowlark Preserve)

\_\_\_\_\_ (“**Construction Manager**”)  
hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the “**Draw Actual Costs**”). Capitalized undefined terms shall have the meanings ascribed thereto in the Meadowlark Preserve Public Improvement District Financing Agreement between **MEADOWLARK PRESERVE, LLC**, a Delaware limited liability company and the City of Pflugerville, Texas (the “**City**”), dated as of \_\_\_\_\_. In connection with this Certification for Payment, the undersigned, in his or her capacity as the \_\_\_\_\_ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The true and correct Draw Actual Costs for which payment is requested are set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

3. Attached hereto as Attachment B is a true and correct copy of a true and correct copy of unconditional waiver(s) evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

4. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs of each Segment for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO  
FORM OF CERTIFICATION FOR PAYMENT

Date : \_\_\_\_\_

[Construction Manager Signature Block to  
Be inserted]



## JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

---

Project Engineer

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A has been reviewed, verified and approved by the City Construction Representative of the City. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: \_\_\_\_\_

**CITY OF PFLUGERVILLE, TEXAS**

By: \_\_\_\_\_  
City Construction Manager

ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Draw Actual Costs</u>
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ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[unconditional waivers – attached]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[RECEIPTS – ATTACHED]

**Exhibit “F”**

**FORM OF CLOSING DISBURSEMENT REQUEST**

**(Closing Disbursement Request – Meadowlark Preserve)**

**FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent \_\_\_\_\_ (including its Designated Successors and Assigns, the “**Owner**”) and requests payment to the Owner from the applicable account of the Project Fund from \_\_\_\_\_ (the “**Trustee**”) in the amount of \$\_\_\_\_\_ to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Meadowlark Preserve Public Improvement District (the “**District**”), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City of Pflugerville, Texas (the “**City**”) and the Trustee dated as of \_\_\_\_\_, 20\_\_ (the “**Indenture**”) relating to the “[INSERT NAME OF BONDS] (the “**PID Bonds**”).

In connection with the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Owner is in compliance with the terms and provisions of the PID Financing Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.
5. All conditions set forth in the Indenture and the PID Financing Agreement for the payment hereby requested have been satisfied.
6. The Owner agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested hereunder shall be made as directed below:**

[Information regarding amount and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

**OWNER**

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit “G”

### BUYER DISCLOSURE PROGRAM

A Builder<sup>1</sup> for an Assessed Parcel shall provide each residential homebuyer or purchaser of Commercial property (the “**Buyer**”) with the “Notice of Obligation to Pay Public Improvement District Assessment to the City of Pflugerville” in accordance with the PID Act and on the form attached to the Assessment Plan.

2. A Builder for an Assessed Parcel shall provide evidence of compliance with 1 above, signed by such Buyer, to the City upon receipt of written request by the City or Developer which sets forth the City’s mailing address and other contact information.

3. A Builder for an Assessed Parcel shall prominently display signage provided by Developer or the PID Administrator in its model homes, if any, located within the Property.

4. If prepared and provided by the City and approved by Developer (such approval not to be unreasonably withheld), a Builder for an Assessed Parcel shall distribute informational brochures about the existence and effect of the PID in prospective homebuyer and commercial property buyer sales packets.

5. A Builder shall include Special Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective property buyers for an Assessed Parcel.

6. The Developer must post signage along the main entry/exits located at the boundaries of the Public Improvement District that identifies the area as a Public Improvement District. All signage shall be clearly visible to all motorists entering and exiting the District.

---

<sup>1</sup> A “Builder” shall be defined as a commercial builder or developer who is in the business of (a) constructing and/or selling residences to individual home buyers and/or (b) developing, constructing and/or selling commercial property to end users (e.g. multifamily, office, hotel).



**Exhibit “H”**

**Form of Acquisition and Reimbursement Agreement**

[to be provided]

**Exhibit “I”  
Lot Standards**

~~EXHIBIT F~~  
**Lot Standards**

Accessory Building Setbacks		Distance from Boundary			
		Street	Rear	Side-Interior	Side-Exterior
Primary Use of Lot	Type of Accessory Building				
Residential	Detached Garage <sup>(1)(2)(3)</sup>	25'	0'/5' <sup>(2)(3)</sup>	0' Min. <sup>(2)(3)</sup>	5' <sup>(1)</sup>
Residential	Detached Accessory Dwelling Unit <sup>(1)</sup>	25'	5'	0'	5' <sup>(1)</sup>
Residential	Other than Unattached Garage including Storage Sheds 200 Square Feet and Greater	25'	5'	5'	15'
Residential	Storage Shed Less Than 200 Square Feet	25'	0'	0'	15'

<sup>(1)</sup> Detached garages may contain a conditioned, accessory unit above the detached garage. The accessory unit may contain a kitchen and bathroom. The stairway leading to the second floor may be interior conditioned space or an exterior stair. A separate water meter and sewer tap, as well as the associated impact fees, shall not be required for the accessory unit. The accessory unit may be rented to third parties not residing in the main residential structure on the lot.

<sup>(2)</sup> When a home has a front (street) facing garage that is located in the rear yard of the single family residential lot, the

<sup>(3)</sup> Any detached garage must generally conform to the main house structure architecture style and color scheme.

(a) Architectural style, color scheme and trim shall match the primary house structure.

(b) Roof shall be either flat or peaked Roof with minimum 5:12 pitch to match primary house structure.

(c) Materials may consist of un-painted brick, ledge stone, fieldstone, painted or tinted stucco or cementitious-fiber planking.

Meadowlark Lot Standards - 50' Lots		
	Per UDC	Per Meadowlark
General Regulations	SF-R	SF-R
Structure Type	SF Detach	SF Detach
Minimum Site Area	10 ac	10 ac
Maximum Site Area	N/A	N/A
Minimum Lot Area	10-50 ac: 7,500 sq ft 50+ ac: 6,250 sq ft	6,000 sq ft
Minimum Lot Width measured at front street setback (Corner lots require additional 10 feet)	10-50 ac: 60' 50+ ac: 50'	50'
Minimum Lot Depth	125'	120' <sup>(5)</sup>
Minimum Front Street Setback	25'	18' min. 25' <sup>(1)(2)</sup>
Minimum Side Street Setback (corner lots)	15'	15' <sup>(2)</sup>
Minimum Interior Side Setback	5'	5' <sup>(2)</sup>
Minimum Rear Setback	20'	20'
Maximum Lot Coverage	N/A	N/A
Minimum Dwelling Unit area	1,400 sq ft	1,400 sq ft <sup>(3)</sup>
Maximum Units per Structure	1	1 <sup>(4)</sup>
Maximum Building Length	N/A	N/A

<sup>(1)</sup> 70% of lots can be less than 25' to a minimum of 18', so long as front setbacks are staggered. Variations must be a minimum of 3'. No more than 3 lots in a row may have the same front setback.

<sup>(2)</sup> Bay windows, brick, stone, siding, covered porches and eaves/overhangs may encroach into the setback.

<sup>(3)</sup> Square footage includes garage

<sup>(4)</sup> Accessory Dwelling units are permitted.

<sup>(5)</sup> Lot depth may reduce to a minimum of 100' on a cul de sac or knuckle lot.

**\* Yellow highlight indicates variance to City Standard**

Meadowlark Lot Standards - 45' Lots		
	Per UDC	Per Meadowlark
General Regulations	SF-MU	SF-MU
Structure Type	SF Detach	SF Detach
Minimum Site Area	N/A	N/A
Maximum Site Area	20 ac for a single use 40 ac for multiple uses	20 acres for a single use 40 ac for multiple uses
Minimum Lot Area	5,000 sq ft	4,950 sq ft
Minimum Lot Width measured at front street setback (Corner lots require additional 10 feet)	40'	45'
Minimum Lot Depth	120'	110' <sup>(5)</sup>
Minimum Front Street Setback	15' (20' when front loaded garage is proposed)	15' (18' Min./25' Max. when front loaded garage is proposed) <sup>(1)(4)</sup>
Minimum Side Street Setback (corner lots)	15'	15' <sup>(1)</sup>
Minimum Interior Side Setback	5' or 0'	5' or 0' <sup>(1)</sup>
Minimum Rear Setback	20'	20' <sup>(1)</sup>
Maximum Lot Coverage	N/A	N/A
Minimum Dwelling Unit area	1,100 sq ft	1,250 sq ft <sup>(2)</sup>
Maximum Units per Structure	N/A	N/A <sup>(3)</sup>
Maximum Building Length	N/A	N/A

<sup>(1)</sup> Bay windows, brick, stone, siding, covered porches, and eaves/overhangs may encroach into the setback. Detached, rear yard garages shall comply with Accessory Building Regulations.

<sup>(2)</sup> Square footage includes garage

<sup>(3)</sup> Accessory Dwelling units are permitted.

<sup>(4)</sup> 70% of lots can be less than 25' to a minimum of 18', so long as front setbacks are staggered. Variations must be a minimum of 3'. No more than 3 lots in a row may have the same front setback.

<sup>(5)</sup> Lot depth may reduce to a minimum of 100' on a cul de sac or knuckle lot

**\* Yellow highlight indicates variance to City Standard**

## Meadowlark Lot Standards - 40' Alley Load and Paseo Lots

		Per Meadowlark
		Per Meadowlark
		Per Meadowlark
General Regulations	SF-MU	SF-MU
Structure Type	SF Detach	SF Detach
Minimum Site Area	N/A	N/A
Maximum Site Area	20 ac for a single use 40 ac for multiple uses	20 ac for a single use 40 ac for multiple uses
Minimum Lot Area	5,000 sq ft	4,400 sq ft
Minimum Lot Width measured at front street setback (Corner lots require additional 10 feet)	40'	40'
Minimum Lot Depth	120'	110' <sup>(1)</sup>
Minimum Front Street Setback	15' (20' when front loaded garage is proposed)	15' <sup>(1)</sup>
Minimum Side Street Setback (corner lots)	15'	15' <sup>(2)</sup>
Minimum Interior Side Setback	5' or 0'	5' or 0' <sup>(2)</sup>
Minimum Rear Setback	20'	20' <sup>(2)</sup>
Maximum Lot Coverage	N/A	N/A
Minimum Dwelling Unit area	1,100 sq ft	1,100 sq ft
Maximum Units per Structure	N/A	N/A <sup>(3)</sup>
Maximum Building Length	N/A	N/A

<sup>(1)</sup> All 40' lots shall be served by an alley. Front of home may be either public street or open space pedestrian paseo. Rear of home shall face an alley.

<sup>(2)</sup> Bay windows, brick, stone, siding, covered porches, and eaves/overhangs may encroach into the setback. Detached rear yard garage shall comply with setbacks of Accessory Building Regulations.

<sup>(3)</sup> Accessory Dwelling units are permitted.

**\*Yellow highlight indicates deviation to City Standard**