
GROUND LEASE AGREEMENT

between

**CITY OF PFLUGERVILLE,
a Texas home-rule municipality
as Lessor**

and

**GRIFFIN/SWINERTON, LLC,
a Delaware limited liability company
as Lessee**

DATED AS OF NOVEMBER [___], 2024

TABLE OF CONTENTS

	<u>Page</u>
Article 1 Definitions, Rules of Construction	2
Section 1.01 Definitions of Words and Terms	2
Section 1.02 Rules of Construction	10
Article 2 Lease of Premises	12
Section 2.01 Lease of Premises	12
Section 2.02 Reservation of Rights by Lessor.....	12
Section 2.03 Permitted Use	12
Section 2.04 Quiet Enjoyment.....	12
Section 2.05 Limited License for Certain Horizontal Site Infrastructure.....	12
Article 3 Term and Rent	12
Section 3.01 Term	12
Section 3.02 Rent	12
Section 3.03 Net Lease	13
Section 3.04 No Right of Offset.....	13
Section 3.05 Delinquent Interest Rate	13
Article 4 Design and Construction of the Project	13
Section 4.01 General	13
Section 4.02 Plans and Specifications	14
Section 4.03 Construction of the Facilities.....	16
Section 4.04 FF&E	20
Section 4.05 Insurance	20
Section 4.06 Compliance with Laws	21
Section 4.07 Designated Representatives.....	21
Section 4.08 Resolution of Disputes	21
Section 4.09 Books and Records.....	22
Section 4.10 All Liens Subordinate to Lessor	22
Article 5 Completion and Acceptance of the Project.....	22
Section 5.01 Title to the Improvements	22
Section 5.02 Acceptance of the Facilities.....	22
Section 5.03 Delay	25
Article 6 Additional Covenants of Lessee	26
Section 6.01 Operations	26
Section 6.02 Maintenance and Repair	27
Section 6.03 Taxes	27
Section 6.04 Utilities and Services.....	27
Section 6.05 Special Purpose Covenants; Change of Control.....	28
Section 6.06 Assignment and Subletting.....	28
Article 7 Property Condition; Environmental Matters.....	28
Section 7.01 As-Is Condition of Project Site.....	28
Section 7.02 Environmental Matters	28
Section 7.03 Survival	29

Article 8 Indemnity by Lessee	30
Section 8.01 Indemnity by Lessee.....	30
Section 8.02 Indemnity Procedures.....	30
Article 9 Defaults and Remedies; Termination.....	31
Section 9.01 Events of Default.....	31
Section 9.02 Remedies	32
Section 9.03 Payment of Expenses.....	32
Section 9.04 No Waiver	32
Section 9.05 Holdover.....	33
Section 9.06 Termination	33
Article 10 Casualty and Condemnation	34
Section 10.01 Damage or Destruction.....	34
Section 10.02 Condemnation	34
Article 11 Representations and Warranties.....	34
Section 11.01 Representations and Warranties of Lessor	34
Section 11.02 Representations and Warranties of Lessee	35
Article 12 Miscellaneous Provisions.....	37
Section 12.01 Notices.....	37
Section 12.03 Parties Bound	38
Section 12.04 Severability.....	38
Section 12.05 Amendment	38
Section 12.06 Merger	38
Section 12.07 Successors and Assigns	38
Section 12.08 No Third Party Beneficiaries.....	38
Section 12.09 Correction of Technical Errors	39
Section 12.10 Memorandum of Lease.....	39
Section 12.11 Governing Law and Venue.....	39
Section 12.12 No Waiver of Sovereign Immunity	39
Section 12.13 Counterparts	39
Section 12.14 Appropriation of Funds	Error! Bookmark not defined.

SCHEDULE OF EXHIBITS

EXHIBIT A	DESCRIPTION OF THE PROJECT SITE
EXHIBIT B	DEVELOPMENT SCHEDULE
EXHIBIT C	PRELIMINARY DEVELOPMENT BUDGET
EXHIBIT D	DESIGN REQUIREMENTS
EXHIBIT E	INSURANCE REQUIREMENTS
EXHIBIT F	FORM OF LESSOR APPROVAL
EXHIBIT G	SALES AND USE TAX EXEMPTION CERTIFICATE
EXHIBIT H	SCHEDULE OF FINAL CIVIL PLANS AND SPECIFICATIONS
EXHIBIT I	SCHEDULE OF PRELIMINARY FACILITIES PLANS AND SPECIFICATIONS
EXHIBIT J	SCHEDULE OF DILIGENCE REPORTS

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "**Lease**") is dated and entered into as of November [___], 2024 (the "**Effective Date**") between the **CITY OF PFLUGERVILLE** ("**Lessor**" or the "**City**"), a Texas home-rule municipality, and **GRIFFIN/SWINERTON, LLC**, ("**Lessee**"), a Delaware limited liability company.

BACKGROUND:

1. Lessor is the owner of that certain real property located in the City of Pflugerville, Travis County, Texas, as more particularly described in EXHIBIT A attached hereto (the "**Project Site**").
2. Lessee responded to Request for Qualifications/Proposals No. 2020-022 Master Developer for Downtown East Project issued by the City on September 28, 2022 and inclusive of the subsequently issued Addenda #1 through #4 to provide development of a civic mixed-use development known as the Downtown East project (the "**Project**") on the Project Site.
3. In its response to the RFP, including a proposal submitted on November 18, 2022, answers to supplemental questions submitted on December 6, 2022, and an interview with associated presentation materials delivered on December 14, 2022 (collectively "**RFP Response**"), Lessee proposed a project, more particularly described in its RFP Response
4. Within the Lessee's original RFP Response, the Project entailed the planning, designing, permitting, construction, equipping and furnishing of a new City Hall and Multigenerational Recreation Center (the "**City Facilities**"), together with all necessary horizontal site infrastructure required to prepare fully entitled development-ready pads for vertical public/civic facilities and private mixed-use development, parking facilities, and open space ("**Horizontal Site Infrastructure**") and (ii) vertical mixed-use private development either directly by Lessee or indirectly by third-party real estate developers through a City-approved process ("**Vertical Development**").
5. On March 28, 2023, Lessor, Lessee and CDC-Pflugerville, L.P. ("**CDC**") entered into an Exclusive Negotiating Agreement (the "**ENA**") with Lessor for the performance of certain concept refinement and due diligence activities relating to the Project, including the general design, construction, market analysis, financial feasibility, infrastructure requirements, budgetary, management, maintenance, and scheduling parameters that will serve as a guide for delivering the Project.
6. On November 28, 2023, Lessor and Lessee entered into a Preliminary Development Agreement (the "**Preliminary Development Agreement**") for the performance of certain Preliminary Development Activities (as defined therein) in furtherance of the Final Development Proposal attached thereto (the "**Final Development Proposal**").
7. The Parties have determined that the first phase of the Project ("**Phase One**") will consist of the delivery of (i) the City Facilities, (ii) the Horizontal Site Infrastructure related to the City Facilities (including utilities, roadwork, surface parking, and a plaza) as described in the Final Development Proposal, and (iii) a warm gray shell of not more than 10,500 gross square feet of retail space within the City Facilities for use as private retail, cafe and/or restaurant facilities (the "**Phase One Retail**").
8. Lessor now desires to lease the Project Site and the Leased Premises (as hereinafter defined) to Lessee for the sole purpose of designing, developing, constructing, furnishing and equipping Phase One of the Project on the terms and conditions set forth herein, and Lessee desires to enter into this Lease to provide for the commencement and performance of, and more particularly set forth the terms and conditions

relating to, the design, development, construction, furnishing and equipping of Phase One of the Project and related support services in connection therewith.

9. Concurrently herewith, the Parties have also entered into those certain Purchase and Sale Agreements (each, a "PSA" and collectively the "PSAs"), establishing the terms and conditions for the purchase of the Project Components by Lessor, as purchaser.

10. By action of the City Council of the City taken on November 12, 2024, Lessor has authorized the execution and delivery of this Lease.

ACCORDINGLY, in consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, Lessor and Lessee hereby enter into this Lease and do hereby agree as follows:

Article 1 Definitions, Rules of Construction

Section 1.01 Definitions of Words and Terms. Unless otherwise defined, all words and terms defined in the recitals shall have the following meanings.

"**Acceptance Date**" has the meaning given in Section 5.02(b) hereof.

"**Additional Rent**" has the meaning given in Section 3.02 hereof.

"**Affiliate**" means any Person controlling, controlled by or under common control with any other Person. For the purposes of this definition, the term "control" when used with respect to any Person means the power to direct the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by law, regulation, contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Approved Civil Plans and Specifications**" means the Final Civil Plans and Specifications in the form approved by Lessor pursuant to Section 4.02(a)(i) hereof.

"**Approved Development Budget**" has the meaning given in Section 4.03(c) hereof.

"**Approved Facilities Plans and Specifications**" means the Final Facilities Plans and Specifications in the form approved by Lessor pursuant to Section 4.02(a)(ii) hereof.

"**Approved Plans**" means collectively, the Approved Civil Plans and Specifications and the Approved Facilities Plans and Specifications.

"**Bankruptcy Event**" means (a) a petition for relief under applicable bankruptcy law is filed by Lessee; (b) an involuntary petition for relief is filed against Lessee under any applicable bankruptcy law and such petition is not dismissed within thirty (30) days after the filing thereof; or (c) an order for relief naming Lessee is entered under any applicable bankruptcy law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by Lessee.

"**Base Rent**" has the meaning given in Section 3.02 hereof.

"**Casualty**" means damage or destruction caused by fire, flood, earthquake, windstorm, the elements, accident, war, riot, public disorder, acts authorized or unauthorized by the government or any other cause or happening that results in damage to or destruction of any of the Improvements or the Project Site.

"**Change of Control**" means any change in the direct and exclusive ownership and control of Lessee, or any other event, which, in either such circumstance, results in the loss of the authority of Lessee's managers to exclusively direct or cause the direction of the management and administration of Lessee, whether through the ownership of equity interests, membership interests, beneficial ownership interests, by proxy, by contract, or otherwise.

"**City Facilities**" has the meaning given in the Recitals hereof.

"**City Hall**" means the city hall building, including the portion of the Phase One Retail to be located therein, as more fully described in the Final City Hall Plans and Specifications.

"**City Hall Architect**" means LPI, Inc., the firm principally responsible for the design of City Hall, together with its permitted successors and assigns.

"**City Hall Construction Agreement**" means that certain "Cost Plus with a Guaranteed Maximum Price Agreement" Between Lessee and the City Hall Contractor to be executed at a later date as the same may be further amended or modified in accordance with the terms thereof and hereof.

"**City Hall Contractor**" means Swinerton Builders, and its permitted successors and assigns.

"**Civil Construction Agreement**" means that certain "Cost Plus with a Guaranteed Maximum Price Agreement" between Lessee and the Civil Contractor dated as of November 12, 2024, as the same may be further amended or modified in accordance with the terms thereof and hereof.

"**Civil Contractor**" means Swinerton Builders, and its permitted successors and assigns.

"**Civil Engineer**" means GarzaEMC, LLC, the firm principally responsible for the design of the Civil Work, together with its permitted successors and assigns.

"**Civil Work**" means the Main Street extension and other horizontal and civil infrastructure necessary to support the Facilities (including utilities, roadwork, surface parking, and a plaza) as more fully described in the Approved Civil Plans and Specifications.

"**Claim(s)**" has the meaning given in Section 8.01 hereof.

"**Claim for Permitted Delay**" has the meaning given in Section 5.03(b) hereof.

"**Compensable Delay**" means any critical path delay resulting directly from:

(i) Any Lessor Modifications formally approved by Lessor in accordance with Section 4.02(b)(ii) hereof;

(ii) Lessor's failure to provide any approvals required under this Lease within the prescribed time periods, or in the absence of a prescribed time period, within 30 calendar days from the time that Lessor has been notified in writing;

(iii) Lessor's failure to timely approve the Final Facilities Plans and Specifications or any Material Modifications, subject to and in accordance with the terms and conditions set forth in Section 4.02 hereof;

(iv) Lessee suspends the Project Work due to (A) Lessor's unreasonable withholding of its approval of any upward Adjustment to the Purchase Price pursuant to Section 4.03(c) hereof, (B) Lessor's failure to timely make any Installment Payment subject to and in accordance with the terms of the PSAs (other than by reason of an Event of Default on the part of Lessee), or (C) Lessor's failure to acquire any property or requisite permits/approvals that are Lessor's responsibility that are necessary to perform the Project Work in accordance with the applicable Project Schedule;

(v) Lessor directs Lessee to suspend or stop work for any reason other than an Event of Default on the part of Lessee;

(vi) Lessee encounters Unknown Site Conditions;

(vii) Lessor fails to timely waive the 90-day waiting period TEX. GOV'T CODE § 2252.909(c); or

(viii) Lessee is lawfully ordered to stop work by any Governmental Authority.

"**Contractor(s)**" means, individually or collectively, as the context so requires, the Civil Contractor and the City Hall Contractor, and the Recreation Center Contractor.

"**Construction Contracts**" means, individually or collectively, as the context so requires, the Civil Construction Agreement, the City Hall Construction Agreement, the Recreation Center Construction Agreement (including each of their respective GMP amendments).

"**Construction Monitor**" means the independent construction monitor and design consultant retained by Lessee for the benefit of Lessor for the purposes of monitoring Lessee's compliance with the Project Requirements, and for the performance of such other duties as set forth herein, initially AG|CM, Inc..

"**Contingency**" has the meaning given in the PSAs.

"**Default Termination Purchase Price**" has the meaning given in the PSAs.

"**Delinquent Interest Rate**" means a per annum rate of interest equal to the lesser of (a) twelve percent (12%) or (b) the then highest lawful contract rate which Lessee is authorized to pay, and Lessor is authorized to charge, under the laws of the State with respect to the relevant obligation.

"**Design Professionals**" means, individually or collectively, as the context so requires, the Civil Engineer and the City Hall Architect, and the Recreation Center Architect.

"**Design Requirements**" means the specifications and requirements relating to the design of the Project as set forth in EXHIBIT D attached hereto.

"**Designated Representative**" has the meaning given in Section 4.07 hereof.

"**Development Schedule**" has the meaning given in Section 4.03(e) hereof.

"**Diligence Reports**" means, collectively, the environmental, geotechnical, and other reports and studies identified in EXHIBIT J attached hereto.

"**Effective Date**" has the meaning given in the preamble hereof.

"**ENA**" has the meaning given in the recitals hereof.

"**Entitlements**" mean plats, zoning, site development permits, building permits and any other permits and approvals (or any modifications of the foregoing) from the City or any other Governmental Authorities or other Persons under Legal Requirements that are required in connection with the design, development, construction, furnishing, and equipping of Phase One of the Project.

"**Environmental Claim**" means, but is not limited to, any claim, demand, action, cause of action, suit, loss, cost, damage, fine, penalty, expense, liability, judgment, forfeitures, proceeding, or injury, threatened, sought, brought, or imposed, that seeks to impose costs or liabilities for: (a) pollution or contamination of the air, surface water, groundwater or soil with Hazardous Materials; (b) solid, gaseous, or liquid waste generation, handling, treatment, storage, disposal, or transportation of Hazardous Materials; (c) exposure to Hazardous Materials; (d) the generation, handling, treatment, transportation, manufacture, processing, distribution in commerce, use, storage or disposal of Hazardous Materials; (e) injury to or death of any Persons directly or indirectly connected with Hazardous Materials and directly or indirectly related to the Leased Premises; (f) destruction or contamination of any property directly or indirectly in connection with Hazardous Materials; (g) any and all penalties directly or indirectly connected with Hazardous Materials; (h) the costs of removal of any and all Hazardous Materials from all or any portion of the Leased Premises; (i) costs required to take necessary precautions to protect against the release of Hazardous Materials at, on, in, about, under, within, near or in connection with the Leased Premises in or into the air, soil, surface water, groundwater, or soil vapor, any public domain, or any surrounding areas; (j) costs incurred to comply, in connection with all or any portion of the Leased Premises, with all Legal Requirements with respect to Hazardous Materials; (k) the costs of site investigation, response, and remediation of any and all Hazardous Materials at, on, about, under, within, near or in all or any portion of the Leased Premises; or (l) any asserted or actual breach or violation of any Legal Requirements with respect to Hazardous Materials.

"**Expenses**" means all costs, expenses (including, without limitation, Taxes and Utilities) and obligations of every kind or nature whatsoever, arising out of the Leased Premises, including the design, development, permitting, construction, furnishing, equipping and ownership of the Project.

"**Extended Term**" has the meaning given in Section 3.01 hereof.

"**Facilities**" means, collectively, City Hall and the Recreation Center.

"**FF&E**" means all furnishings, fixtures, and equipment for the City Facilities to be installed in the City Facilities by Lessee in accordance with Section 4.04.

"**Final Completion**" has the meaning given in Section 5.02(d) hereof.

"**Final Civil Plans and Specifications**" means the 100% final drawings and specifications for the Civil Works, describing their character, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems, a schedule of which is attached hereto as EXHIBIT H.

"Final City Hall Plans and Specifications" means the 100% final drawings and specifications for City Hall, describing the character of the building and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems.

"Final Facilities Plans and Specifications" means collectively, the Final City Hall Plans and Specifications and the Final Recreation Center Plans and Specifications.

"Final Recreation Center Plans and Specifications" means the 100% final drawings and specifications for the Recreation Center, describing the character of the building and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems.

"Force Majeure Event" means war, act of terrorism, civil commotion, civil disorder, protests, fire, severe flood, earthquake, hurricane, tornado, or other natural disaster, explosion, court order, strikes or labor disputes, acts of God, unavoidable casualties, Unforeseeable Weather which prevent or delay Critical Path construction activities as and when scheduled by the Contractors, lack of power to the Project Site, utility company delays, delays by Governmental Authority (including, but not limited to, unanticipated delays in providing inspections or approvals by Governmental Authority), governmental embargo restrictions, epidemics and pandemics, pandemic related delays (including unavoidable pandemic supply-chain issues), governmental declared emergency or other governmental action, or other causes beyond the reasonable control of Lessee or the Contractors, which, after the exercise of due diligence to mitigate the effects thereof, delay design or construction of the Project or change in Legal Requirements in existence as of the Effective Date, but only to the extent that such events or circumstances delay the Substantial Completion or Final Completion or otherwise make Lessee's construction of the Project impracticable or impossible, in its commercially reasonable judgement, after taking reasonable steps to mitigate the effects thereof.

"Governmental Authority" means any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, quasi-governmental or otherwise) having jurisdiction over Lessee, the Leased Premises, or the Project Work.

"Hazardous Materials" mean any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Legal Requirements or common law, as "hazardous substance," "hazardous material," "hazardous waste," "acutely hazardous," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquified natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. **"Hazardous Materials"** also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended).

"Improvements" mean any structures or improvements now or hereafter erected or situated on the Project Site, including, without limitation, the foundations and footings thereof and any and all fixtures, equipment and machinery of every kind and nature whatsoever owned by Lessee and now or hereafter affixed or attached thereto, or now or hereafter used or procured for use in connection with Lessee's operation, use or occupancy thereof, and all appurtenances thereto. The Improvements shall include Phase One of the Project.

"Indemnitee(s)" has the meaning given in Section 8.01 hereof.

"Indemnity Proceedings" has the meaning given in Section 8.02 hereof.

"Installment Payment(s)" has the meaning given thereto in the PSAs.

"Insurance Requirements" means those insurance requirements set forth in EXHIBIT E attached hereto.

"Insureds" has the meaning given in Section 4.05 hereof.

"Leased Premises" means, subject to the limitations, reservations, and exceptions described in this Lease, the Project Site and Lessor's right, title and interest, if any, in all easements, privileges, rights-of-way and appurtenances benefitting or pertaining to, or in anywise belonging to, the Project Site.

"Leasehold Estate" means Lessee's leasehold interest in the Leased Premises as granted under this Lease.

"Legal Requirements" means the Entitlements and all other applicable title encumbrances, any requirements imposed under service extension requests, zoning ordinances, and building codes, access, disabilities, health, safety, environmental, and natural resource protection laws and regulations, and all other applicable federal, state, and local laws, statutes, ordinances, rules, common law, design criteria, regulations, orders, determinations and court decisions of any Governmental Authority applicable to Lessee's use and enjoyment of the Leased Premises or the performance of the Project Work.

"Lessee" means Griffin/Swinerton, LLC, a Delaware limited liability company, together with its permitted successors and assigns.

"Lessee Responsible Parties" has the meaning given in Section 8.01 hereof.

"Lessor" means the City of Pflugerville, Texas, a political subdivision of the State of Texas.

"Lessor Modifications" means any Modifications to the Approved Plans made at the request of Lessor and approved by Lessor in accordance with Section 4.02(b)(ii) hereof.

"Lien" has the meaning given in Section 4.11 hereof.

"Material Modification" means any modification to the Approved Plans which (i) is reasonably expected, in the good faith reasonable judgement of Lessee, to cause a delay in the Substantial Completion of the Project Component beyond the applicable Target Completion Date; (ii) would cause the Approved Plans to no longer comply with the Design Requirements in any respect; (iii) would cause an increase Lessee's cost to construct the Improvements, or (iv) otherwise constitutes a significant deviation from the Approved Plans in terms of the overall concept, quality, scope or purpose of the Project.

"Modification" means any modification to the Approved Plans.

"Non-Compensable Delay" means any delay other than delays resulting from a Compensable Delay, even if such delay is otherwise deemed to be a Permitted Delay, including Force Majeure Events.

"Non-Default Termination Purchase Price" has the meaning given in the PSA.

"Permitted Cost Overruns" means any increases in the cost of performing the Project Work to the extent resulting from:

- (i) any change in the Project Requirements;

(ii) any Compensable Delay;

(iii) any Lessor Modifications approved by Lessor in accordance with Section 4.02(b)(ii) hereof;

(iv) any sales or use taxes imposed upon Lessee, the Contractors or their Subcontractors for the purchase of permanent materials, equipment, and FF&E incorporated into and made a part of the Project (provided, however, that the Purchase Price shall not be adjusted to the extent that such sales and use taxes are incurred by Lessee due to Lessee's failure to maintain proper books and records for the qualification for exemption from sales and use tax exemption); and

(v) any ad valorem taxes or assessments imposed upon Lessee and payable by or assessable against the Leasehold Estate.

"Permitted Delay" means:

(i) any Compensable Delay;

(ii) any critical path delay in the Substantial Completion of the Project Component beyond the applicable Target Completion Date resulting directly from Unforeseeable Weather; or

(iii) any critical path delay in the Substantial Completion of the Project Component beyond the applicable Target Completion Date resulting directly from a Force Majeure Event.

"Permitted Use" has the meaning given in Section 2.03 hereof.

"Preliminary City Hall Plans and Specifications" means the preliminary plans and specifications for City Hall approved by Lessor, a schedule of which is attached hereto as EXHIBIT I-1.

"Preliminary Development Budget" has the meaning given in Section 4.03(c) hereof.

"Preliminary Recreation Center Plans and Specifications" means the preliminary plans and specifications for the Recreation Center approved by Lessor, a schedule of which is attached hereto as EXHIBIT I-2.

"Preliminary Facilities Plans and Specifications" means collectively, the Preliminary City Hall Plans and Specifications and the Preliminary Recreation Center Plans and Specifications.

"Prior Agreements" has the meaning given in Section 4.01 hereof.

"Progress Reports" has the meaning given in Section 4.03(d) hereof.

"Project" means, collectively, the Civil Work and the Facilities.

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

"Project Related Dispute" has the meaning given in Section 4.08 hereof.

"Project Requirements" means, collectively, (i) the Design Requirements, (ii) the Insurance Requirements; (iii) the Legal Requirements; and (iv) all other terms, conditions and requirements set forth in this Lease applicable to the Project Work.

"**Project Site**" has the meaning given in the recitals hereof.

"**Project Work**" means the work of planning, developing, designing, permitting, constructing, furnishing, and equipping of the Project.

"**PSA**" has the meaning given in the Recitals hereof.

"**Purchase Price**" has the meaning given in the PSA.

"**Real Property Records**" means the Official Public Records of Travis County, Texas.

"**Recreation Center**" means the recreation center building, including the portion of the Phase One Retail to be located therein, as more fully described in the Final Recreation Center Plans and Specifications.

"**Recreation Center Architect**" means FGM Architects, Inc., the firm principally responsible for the design of the Recreation Center, together with its permitted successors and assigns.

"**Recreation Center Construction Agreement**" means that certain "Cost Plus with a Guaranteed Maximum Price Agreement" Between Lessee and the Recreation Center Contractor to be executed at a later date, as the same may be further amended or modified in accordance with the terms thereof and hereof.

"**Recreation Center Contractor**" means Swinerton Builders, and its permitted successors and assigns.

"**Rent**" shall mean, collectively, Base Rent and Additional Rent.

"**RFP**" has the meaning given in the Recitals hereof.

"**State**" means the State of Texas.

"**Subcontractor(s)**" means any and all suppliers, contractors, consultants, engineers employed or retained by the Contractors for the performance of the design and construction services under the Construction Agreement.

"**Substantial Completion**" has the meaning given in Section 5.02(a) hereof.

"**Surviving Development Obligations**" has the meaning given in Section 5.02(c) hereof.

"**Taking**" has the meaning given in Section 10.02 hereof.

"**Target Completion Date**" means , the target completion dates for Substantial Completion of the Project Components as set forth in the applicable PSAs, as the same may be extended for Permitted Delay pursuant to the terms hereof.

"**Taxes**" means all taxes, assessments, levies, imposts, excises, fees, fines, penalties and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are during the Term imposed or levied upon, assessed against or measured by (a) Lessee's leasehold interest in the Leased Premises (as granted hereunder); (b) the Improvements or the Project Work; (c) any Rent or other sums payable by Lessee hereunder; or (d) which otherwise arises in respect of Lessee's development, construction, financing, operation, occupancy, possession or use of the Leased Premises. "Taxes" shall not include any ad valorem taxes or other assessments, if any, payable by or assessable against Lessor's fee interest in the Leased Premises.

"Term" has the meaning given in Section 3.01 hereof.

"Termination Date" has the meaning given in Section 9.06(d) hereof.

"Unforeseeable Weather" means delays to normally scheduled activities caused by weather (including wind, rain, snow, and ice) to scheduled critical path activities during a calendar month in excess of that normally experienced at the job site, as determined from climatological data set forth in this Section with the exact number of days being included in the schedule for each Project Component based on the expected duration of construction and time of year in which construction activities are to occur. Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical cumulative average number of rainy days for said month, provided that the rainfall prevented the execution of major items of Project Work on normal working days. A rain day is defined as a day when rainfall exceeds one-quarter (0.25") inch during a twenty-four (24) hour period. The historical number of rain days per calendar month is as follows, based upon regional weather data from the National Weather Service (Austin – Bergstrom Airport Area, TX Weather Forecast Office):

Average Rain Days per Month

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	2	3	3	4	3	3	2	3	4	3	2	33

The number of rain days shown in the Rainfall Table for the first and last months of this Lease will be prorated in determining the total number of rain days expected during the period of this Lease. Time extensions may also be granted for any day following a period of precipitation during which muddy conditions exist and prevent performance of major items of Project Work conducted on normal working days, which muddy conditions are subject to confirmation by the Lessor.

"Unknown Site Conditions" means the discovery of subsurface or otherwise concealed physical conditions, or the discovery of unknown physical conditions of an unusual nature that differ from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Project Work, that were not contained or referenced within the Diligence Reports. The parties acknowledge that they have agreed upon the reasonable due diligence that Lessee is to undertake. Therefore, Unknown Site Conditions are, as defined above, but only to the extent that the conditions were not revealed by the mutually agreed upon due diligence performed by Lessee. Lessee is responsible for (and may not make a claim for) any conditions identified by the due diligence performed by Lessee as reflected in the Diligence Reports.

"Utilities" means all utilities and services furnished to, or used by, the Leased Premises, including, as applicable, without limitation, gas, electricity, water, sewer, telephone, and data services.

"Written Approval" means the written approval of Lessor, signed by Lessor's Designated Representative, in the form attached hereto as EXHIBIT F.

Section 1.02 Rules of Construction. For all purposes of this Lease, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Lease:

- (a) All references in this Lease to exhibits, articles, paragraphs, subparagraphs, sections, subsections and other subdivisions refer to the exhibits, articles, paragraphs, subparagraphs, sections, subsections and other subdivisions of this Lease unless expressly provided otherwise. Titles appearing at the beginning of any subdivisions are for convenience only and do not constitute any part of such subdivisions and will be disregarded in construing the language contained in such subdivisions. The words "this Lease", "herein", "hereof", "hereby", "hereunder" and words of similar import refer to this Lease as a whole and not to any particular subdivision unless expressly so limited. The phrases "this paragraph" and "this subparagraph" and similar phrases refer only to the paragraphs or subparagraphs hereof in which such phrases occur. The word "or" is not exclusive, and the word "including" (in its various forms) means "including without limitation." Pronouns in masculine, feminine and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context clearly otherwise requires. References to any constitutional, statutory or regulatory provision means such provision as it exists on the Effective Date and any future amendments thereto or successor provisions thereof.
- (b) Unless the context clearly otherwise requires or unless otherwise expressly provided herein, the terms defined in this Lease which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, supplements, modifications, amendments and restatements of such agreement, instrument or document; provided that paragraph will be construed to authorize any such renewal, extension, supplement, modification, amendment or restatement.
- (c) This Lease has been reviewed and revised by legal counsel for both Lessee and Lessor, and no presumption or rule that ambiguities will be construed against the drafting party will apply to the interpretation or enforcement of this Lease.
- (d) This Lease contains various rights of consent and approval in favor of Lessor relating to the design, construction and acceptance of the Project. In instances where this Lease expressly provides that Lessor's consent or approval shall not be unreasonably withheld or in which Lessor is entitled to exercise commercially reasonable discretion, such consent or approval shall not be unreasonably withheld or delayed, but Lessee agrees that Lessor shall nevertheless be entitled to exercise its reasonable business judgment, taking into account such factors applicable to Lessor as a political subdivision and agency of the State; provided, however, that it is agreed and understood that Lessor shall exercise such discretion acting in its capacity as a landlord exercising its rights and powers granted under this Lease, and not as a regulatory agency exercising police powers under the laws of the State.
- (e) The relationship between Lessor and Lessee at all times will remain solely that of Lessor and tenant and will not be deemed a partnership or a joint venture.
- (f) Time is of the essence for each provision of this Lease for which time is an element.
- (g) If any term or provision of this Lease is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Lease, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

Article 2 Lease of Premises

Section 2.01 Lease of Premises. Commencing on the Effective Date hereof, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Leased Premises, together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining thereto.

Section 2.02 Reservation of Rights by Lessor. Notwithstanding anything in Section 2.01 or elsewhere in this Lease to the contrary, Lessor is entitled, upon reasonable prior notice (except in case of an emergency in which event notice will be provided to the extent the circumstances permit Lessor the ability to do so and in all cases promptly after such entry occurs if no prior notice is provided) and, in a manner that minimizes interference with operations at the Leased Premises and risk of damage to the Improvements or personal injury, subject to Section 4.03(g), to enter the Leased Premises for the purpose of examinations or inspections of the same (but with no obligation to undertake the same) and Lessee shall not be entitled to any abatement of Rent by reason thereof, nor shall such entry be deemed to be an actual or constructive eviction. If an Event of Default has occurred and is continuing, any inspection prompted by, or relating to, such Event of Default will be at the sole cost and expense of Lessee.

Section 2.03 Permitted Use. The right of Lessee to use, occupy and enjoy the Leased Premises hereunder shall be solely and exclusively for purposes of Lessee's development, construction, furnishing and equipping of the Project as provided herein (the "**Permitted Use**"), and Lessee shall not use the Project Site for any other purpose without the prior written consent of Lessor, which may be granted or withheld at Lessor's sole and absolute discretion. The parties acknowledge that the parties intend to enter into one or more agreements to provide for Lessee or its designee to operate the Phase One Retail after the completion of construction.

Section 2.04 Quiet Enjoyment. So long as no Event of Default exists, Lessor covenants to Lessee that Lessee shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the Term for the Permitted Use, without hindrance or molestation by Lessor or any Person claiming by, through or under Lessor; subject, however, to all Legal Requirements (including, without limitation, all matters of record and any matters that would be revealed by a current survey, including visible and apparent easements, encroachments, and boundary line conflicts, if any). Neither Lessor nor any Person claiming by, through or under Lessor, shall take any portion of the Project Site under the power of eminent domain during the Term of this Lease

Section 2.05 Limited License for Certain Horizontal Site Infrastructure. Concurrently with the execution of this Lease, the Parties have also entered into a License Agreement dated of even date herewith to provide Lessee with access to off-site areas that are not part of the Leased Premises but are required for portions of the Civil Works.

Article 3 Term and Rent

Section 3.01 Term. The term of this Lease shall commence on the Effective Date and shall expire on December 31, 2029, unless earlier terminated pursuant to the terms hereof (the "**Term**").

Section 3.02 Rent. Lessee shall pay Rent to Lessor as hereinafter provided. Rent shall be payable to Lessor in immediately available funds. No invoice shall be provided or required from Lessor in order for any rent to become due and payable under this Section.

- (a) *Base Rent.* On the Effective Date, Lessee shall pay Lessor nominal rent in the amount of Ten Dollars (\$10.00) ("**Base Rent**") for the Term of this Lease.
- (b) *Additional Rent.* All amounts and sums which Lessee is obligated to pay or reimburse to Lessor pursuant to this Lease (other than Base Rent) shall be collectively referred to herein as "**Additional Rent**". All Additional Rent shall be due and payable within thirty (30) days after Lessor's demand therefor.

Section 3.03 Net Lease. This Lease will constitute a net lease, and the obligations of Lessee hereunder are absolute and unconditional. As between Lessor and Lessee, Lessee shall pay (or cause to be paid) all Expenses during the Term. Accordingly, as between Lessor and Lessee, all Expenses which may arise or become due during the Term shall be paid (or caused to be paid) by Lessee, and Lessor shall be indemnified and held harmless by Lessee from and against Lessee's failure to pay (or cause to be paid) the same.

Section 3.04 No Right of Offset. Any present or future law to the contrary notwithstanding, except as otherwise specifically provided in this Lease, Lessee shall not be entitled to any abatement, reduction, set-off, counterclaim, defense or deduction with respect to any Rent, nor shall the obligations of Lessee hereunder be affected by reason of: (a) any damage to or destruction of the Project Site, the Project or any part thereof, or by any Taking of the Project or any part thereof by condemnation subject to Section 10.02 hereof; (b) the prohibition, limitation or restriction of or interference with Lessee's use of all or any portion of the Project Site or the Project; (c) the failure on the part of Lessor to perform or comply with any term, provision or covenant of this Lease or any other agreement to which Lessor and Lessee may be parties, (d) the occurrence of a Bankruptcy Event, (e) any claim which Lessee has or might have against Lessor, or (f) for any other cause whether similar or dissimilar to the foregoing. Except as otherwise expressly provided in this Lease, Lessee agrees that Lessee's obligation to pay Rent hereunder shall be absolute and unconditional, and Lessee hereby waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or its interest in the Project Site or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of Rent.

Section 3.05 Delinquent Interest Rate. Any Rent due from Lessee to Lessor which is not paid within five (5) days after the due date shall bear interest at the Delinquent Interest Rate, from the date such payment is due until paid, but the payment of such interest shall not excuse or cure any default by Lessee under this Lease.

Article 4

Design and Construction of the Project

- (a) **General.** Lessor has leased the Project Site to Lessee, and Lessee has accepted this Lease for the sole and exclusive purposes developing, constructing, furnishing and equipping of the Project as provided herein. This Lease has been negotiated based upon Lessee's initial proposal to Lessor, the ENA, the Preliminary Development Agreement and the Final Development Proposal (collectively, the "**Prior Agreements**"). The Prior Agreements collectively highlight the key terms, conditions, and plans for the Project as they are known and envisioned by the Parties as of the Effective Date. The Parties have agreed, concurrently with the execution and delivery of this Lease, to amend the Preliminary Development Agreement to provide for the continuing payment of certain predevelopment fees and costs of the Developer (the ("**PDA Amendment**"). To the extent of any conflict between this Lease and the PDA Amendment, the PDA Amendment shall control.

Section 4.02 Plans and Specifications.

(a) *Approval of Plans and Specifications.*

- (i) Civil Plans and Specifications. Lessee has caused the Final Civil Plans and Specifications to be prepared prior to the Effective Date, a schedule of which is attached hereto as EXHIBIT H. Lessor hereby approves of the Final Civil Plans and Specifications for purposes of ensuring conformity with the Design Requirements.
- (ii) Facilities Plans and Specifications. Lessee has caused the Preliminary Facilities Plans and Specifications to be prepared prior to the Effective Date, a schedule of which is attached hereto as EXHIBIT I. Lessor hereby approves of the Preliminary Facilities Plans and Specifications for purposes of ensuring conformity with the Design Requirements.

The Final Facilities Plans and Specifications shall conform to the Preliminary Facilities Plans and Specifications and the Design Requirements in all respects. Prior to the commencement of any construction work for the Facilities, the Final Facilities Plans and Specifications for the performance of such work shall be subject to the Written Approval of Lessor solely for purposes of ensuring conformity with the Preliminary Facilities Plans and Specifications and the Design Requirements, which approval shall not be unreasonably withheld. Lessee shall endeavor to submit the Final Facilities Plans and Specifications to Lessor and the Construction Monitor on or before January 21, 2025. Lessor shall have fourteen (14) calendar days in which to review the Final Facilities Plans and Specifications submitted by Lessee. The Final Facilities Plans and Specifications shall conform to the Design Requirements in all respects.

(b) *Modifications.*

- (i) Material Modifications. Any Material Modifications to the Approved Plans shall be subject to the Written Approval of Lessor, which approval may be granted or withheld in Lessor's sole but reasonable discretion. Lessee shall submit any proposed Material Modifications to the Approved Plans to Lessor and the Construction Monitor, together with a narrative explanation describing the purpose and need for such Material Modifications, and the manner, if any, in which such Modifications will affect the critical path for the completion of the Project. Any such submission shall be clearly marked as a "*Request for Approval of Material Modifications.*" Lessor shall have fourteen (14) calendar days in which to review the proposed Material Modifications, and to provide its Written Approval or disapproval therefor.
- (ii) Lessor Modifications. Lessor may from time-to-time request Modifications to the Approved Plans by submitting notice thereof to Lessee, clearly marked "*Request for Lessor Modifications.*" Such request shall include a narrative description of the request. Upon receipt of any request for Lessor Modifications, Lessee shall make the Contractors and the Architect available to consult with Lessor and the Construction Monitor, to the extent necessary or appropriate, to come to a determination as to the timing and cost for implementing such proposed Lessor Modifications. If after consulting with Lessee, the Contractors and the Design Professionals, Lessor elects to proceed with the implementation of the proposed Lessor Modifications, Lessee shall coordinate with the Contractors and the Design Professionals and prepare a change order for the modification of the Approved Plans, together with any additional documentation necessary to reflect a price increase or decrease in the Construction Agreement and any modifications to the schedule for the

completion of the Project Component; provided, however, that Lessee's obligation to implement any such change orders shall be subject to the availability of funds therefor after taking into account an upward Adjustment in the Facility Purchase Price pursuant to the terms of the PSA. Such change order shall then be submitted to Lessor and the Construction Monitor for Lessor's Written Approval. Provided Lessee has notified Lessor of the potential charges for preparation of the costs in advance of incurring the costs, Lessor shall reimburse Lessee for Lessee's reasonable, direct out-of-pocket costs incurred related to re-design in connection with the preparation of any Lessor Modifications in the event that Lessor ultimately elects not to proceed with such Lessor Modifications.

- (c) *Incomplete Submissions; Resubmissions.* Notwithstanding anything in this Section 4.02 to the contrary, to the extent that Lessor or the Construction Monitor determines in its reasonable judgment that the Final Facilities Plans and Specifications or any Material Modifications submitted by Lessee hereunder are incomplete or are otherwise lacking in necessary information or supporting documentation for Lessor to make a reasonable determination as to the necessity or appropriateness of such Final Facilities Plans and Specifications or Material Modifications, Lessor's Designated Representative may notify Lessee of such determination in writing, explaining the need for additional information or supporting documentation, and Lessor and the Construction Monitor shall be granted such additional amount of time to review such proposed Final Facilities Plans and Specifications or Material Modifications (as the case may be) after receipt of such additional information or supporting documentation.

Any notification from Lessor's Designated Representative that Lessor has disapproved of the Final Facilities Plans and Specifications or any Material Modification shall include a detailed explanation of the reasons for Lessor's disapproval, and may include recommendations for revising such proposed Final Facilities Plans and Specifications or Material Modifications, the incorporation of which would result in receipt of such approval. After making the necessary revisions, the proposed Final Facilities Plans and Specifications or Material Modifications shall be resubmitted to Lessor and the Construction Monitor for approval in accordance with the terms of Section 4.02(a)(ii) or Section 4.02(b), as the case may be.

- (d) *Cooperation.* Lessor and Lessee agree to cooperate in good faith and to meet as may be reasonably necessary to come to an agreement with respect to the Final Facilities Plans and Specifications and any Material Modifications in accordance with this Section 4.02. Lessee shall make the Contractors and the Design Professionals available to consult with Lessor and the Construction Monitor, to the extent necessary or appropriate in connection with Lessor's review of the Final Facilities Plans and Specifications or any Material Modifications. Lessee shall provide any supporting documentation relating to the Final Facilities Plans and Specifications or Material Modifications at the request of Lessor or the Construction Monitor, including any and all inspection and engineering reports.
- (e) *Effect of Lessor Approvals.* No approval of the Final Civil Plans and Specifications, the Final Facilities Plans and Specifications, or any Material Modifications thereto shall be construed as a waiver by Lessor of any of obligation of Lessee to design and construct the Project in accordance with the Project Requirements, including, without limitation, Lessee's compliance with any and all applicable Legal Requirements, and Lessor's approval of the Final Civil Plans and Specifications, the Final Facilities Plans and Specifications and any Material Modifications thereto shall not relieve Lessee of its obligations hereunder.
- (f) *Ownership of Instruments of Service.* All instruments of service prepared by Lessee and the architects in connection with the Approved Plans (the "Instruments of Service"), shall be and remain the property of Lessee until and unless Lessor pays Lessee for the applicable Approved

Plans under the applicable PSA. "Instruments of Service" shall include any drawings, specifications, models, renderings, professional studies, professional reports, or other proprietary materials prepared in connection with or as part of the Approved Plans. However, "Instruments of Service" shall expressly exclude, and Lessor shall retain all rights to (irrespective of payment or nonpayment) any and all work product of Lessor, including any contracts, agreements, plans, notes, research, reports, summaries, concepts, and ideas conceived, developed, or prepared directly by or through the joint participation of Lessor and its representatives, that is not customarily deemed as "work made for hire" (collectively, "City Work Product"). Lessee hereby waives and releases all rights relating to Lessor's continued use and ownership of any City Work Product.

- (g) *Transfer of Instruments of Service.* Immediately upon Lessor's payment to Lessee of its Final Payment under the applicable PSA, all of Lessee's right, title, and interest, including licenses, in and to all Instruments of Service, whether or not used or accepted by Lessee, shall immediately become the property of Lessor without any further evidence of transfer or assignment. However, to the extent that Lessor determines that further documentation or assurances are necessary to evidence the transfer, assignment, or licensing of any Instruments of Service, Lessee shall fully cooperate with Lessor and use all reasonable and lawful means to deliver written documentation or assurances, including those to be executed by Lessee's consultants, to evidence the transfer, assignment, or licensing of the Instruments of Service to Lessor.
- (h) *Limitations on Transfer of Instruments of Service.* The obligation of Lessee to transfer ownership of such Instruments of Service to Lessor is expressly limited to the extent of Lessee's interest in such Instruments of Service. Lessor acknowledges that Lessee will typically only receive licenses to Instruments of Service prepared by Lessee's consultants, and that assignment of such licenses (if that is the only right that Lessee has to such Instruments of Service) will satisfy Lessee's obligation to grant such Instruments of Service to Lessor. Lessee's obligation to assign, transfer, or license the Instruments of Service to Lessor shall not be limited or reduced due to any reduction in the amount payable to Lessee under the applicable PSA due to any offset for Lessor's damages arising out of a default by Lessee. Lessee will make key consultant contracts (e.g., architect) available to Lessor for review of provisions relating to Instruments of Service within 30 days of such contracts being executed.

Section 4.03 Construction of the Project

- (a) *Contractors and Construction Agreements.* Lessee has entered into or will enter into Construction Contracts with each of the Contractors for their respective Project Components, each for a guaranteed maximum price. Each Contractor has agreed to or will agree to complete construction of their respective Project Component in all material respects as required by the Approved Plans applicable to such Project Component, in a good and workmanlike manner, free and clear of all mechanics', materialmen's and similar liens, all in substantial accordance with the Project Requirements.

Lessee hereby covenants and agrees that all work relating to the construction of the Project Work for each Project Component shall be performed by the Contractor and its Subcontractors pursuant to their Construction Contract, and no other portion of the Project Work shall be performed by any other Person without the Written Approval of Lessor. Lessee shall not permit, nor shall Lessee agree to any assignment of any Construction Contract or replacement of any Contractor without the prior written consent of Lessor, which consent may be granted or withheld at Lessor's reasonable discretion. Lessee shall not agree to any material amendment or modification to the terms of any Construction Contract which would constitute or result in a material deviation from the Project Requirements without the prior, written consent of Lessor, which consent may be

granted or withheld at Lessor's reasonable discretion. The preceding sentence does not prohibit Lessee from executing change orders to the Construction Contracts in the normal course of business, without Lessor's consent, so long as the change orders do not result in a material deviation from the Project Requirements.

- (b) *Lessee Ultimately Responsible for Construction of the Project.* Notwithstanding anything in Section 4.03(a) or anything else herein to the contrary, Lessee shall be ultimately responsible to complete the construction of the Project in a good and workmanlike manner, free and clear of all mechanics', materialmen's and similar liens, and in substantial accordance with the Project Requirements. Lessee shall manage and supervise the work and activities of the Contractors and shall be responsible for the acts and omissions of the Contractors and its Subcontractors, and of their respective employees, independent contractors, and subcontractors employed or retained for the performance of any design or construction services or for the supply of materials. Lessee shall endeavor to expedite the Project Work and to cause Substantial Completion of each Project Component to occur on or before the applicable Target Completion Date, and to protect against unnecessary delays, Permitted Delay excepted.
- (c) *Development Budget.* Lessee shall maintain a consolidated development budget for the entire Project, broken down by Project Component. Lessee has prepared a preliminary development budget for the entire Project in the form attached hereto as EXHIBIT C, which includes Lessee's good faith estimate as of the Effective Date for all hard costs and soft costs for performance of the Project Work in accordance with the requirements of this Lease (the "**Preliminary Development Budget**").

Concurrently with the delivery of the Final Facilities Plans and Specifications pursuant to Section 4.02(a)(ii), Lessee shall provide a proposed final development budget, which will set forth Lessee's final estimate for all hard costs and soft costs for the design and construction of City Hall and the Recreation Center, consistent with the proposed final schedule of values for the respective Construction Contracts for each Project Component. Such proposed final development budget shall be subject to the Written Approval of Lessor concurrently with Lessor's approval of the Final Facilities Plans and Specifications. Lessee shall provide any supporting documentation relating to such proposed final development budget at the request of Lessor or the Construction Monitor. The final development budget approved by Lessor shall be referred to herein as the "**Approved Development Budget**". The Approved Development Budget shall form the basis for the Purchase Price under the PSAs, which will be the aggregate of the GMPs (as defined in the PSA) for each of the Project Components.

Lessee shall update the Approved Development Budget as necessary from time to time to remain consistent with each schedule of values included as part of the Construction Contracts as they may be revised. Such updates shall not require the further approval of Lessor, it being understood, that any adjustments to the Approved Development Budget shall be for informational purposes only.

- (d) *Cost Overruns.* Lessee agrees that it shall be responsible for any and all cost overruns in excess of the amounts set forth in the Approved Development Budget, except that the Purchase Price shall be subject to upward Adjustments pursuant to Section 2.02(b) of the PSA for Permitted Cost Overruns. Lessee shall notify Lessor and the Construction Monitor upon becoming aware of any event giving rise to any Permitted Cost Overruns. If Lessor unreasonably withholds its approval for any such Adjustment pursuant to Section 2.02(b) of the PSA arising out of Permitted Cost Overruns, Lessee shall be entitled to suspend the Project Work until such approval is given.

- (e) *Commencement of Construction.* Lessor shall not be authorized to commence construction of any Project Component until the following shall have occurred with respect thereto:
- (i) Insurance. Lessee shall have secured all insurance policies required with respect to the design and construction of such Project Component, in accordance with the Insurance Requirements;
 - (ii) Permits and Approvals. Lessee shall have secured all required Entitlements necessary for commencement of construction of such Project Component;
 - (iii) Final Facilities Plans and Specifications and Approved Development Budget. Solely with respect to the Facilities, Lessor shall have approved the Final Facilities Plans and Specifications pursuant to Section 4.02(a)(ii), and the Approved Development Budget in accordance with Section 4.03(c); and
 - (iv) Payment and Performance Bonds. (A) Lessee's Contractors shall have secured and delivered unto Lessor the Payment and Performance Bonds for such Project Component, (B) such Payment and Performance Bonds have been recorded in the Real Property Records, (C) the Required Notice has been delivered to Lessor in accordance with Section 4.03(k), and (D) Lessor has waived the 90-day waiting period in accordance with Section 4.03(k).
- (f) *Cooperation with Lessor.* Lessee shall maintain close communications and coordinate with Lessor and the Construction Monitor with respect to the development, design and construction of the Facilities. Lessee shall schedule regular planning and progress meetings with Lessor and the Construction Monitor, to be held every two to four weeks through the construction phase of the Project Work, in an effort to provide updates on progress and to solicit input, feedback, and when appropriate, decisions and/or approvals on material matters pertaining to the design and construction of the Project.
- (g) *Schedule for Completion.* A schedule for completion of the Project is attached hereto as EXHIBIT B (the "**Development Schedule**"). Lessee shall act in good faith and shall devote sufficient time to cause Substantial Completion of each Project Component to occur on or before the applicable Target Completion Date (subject to extension for Permitted Delay). Each PSA will have an updated schedule for completion of the applicable Project Component, including the applicable Target Completion Date, which PSA schedule will govern over the Development Schedule.
- (h) *Progress Reports.* During the course of construction of the Project Components, Lessee shall provide Lessor and the Construction Monitor, on or before the fifth (5th) day of each calendar month, a progress report for the preceding month ("**Progress Reports**"). Each Progress Report shall include:
- (i) A narrative description of the progress of construction in the preceding month, together with progress photos;
 - (ii) a variance report, comparing actual costs, on a category basis, with the costs and expenses set forth in the Approved Development Budget, along with a reasonably detailed explanation of all material or significant variances (including the then current cumulative cost savings and the amount by which costs exceed the applicable amounts set forth in the construction work on a line-item basis) and all changes to the Development Schedule relating thereto;

- (iii) any Modifications to the Approved Plans;
- (iv) any material observations made by Lessee in the course of Lessee's physical inspections of the Project Component or material events reported to Lessee in connection with the performance of the Project Component Work; and
- (v) a signed certification of Lessee to the effect that (i) no notice has been received by Lessee or the Contractors that any portion of the Project Component or the Project Work is in violation of any Legal Requirements and, to the actual knowledge of Lessee's Designated Representative, after due inquiry, the Project is not in violation of any Legal Requirements, except as has been otherwise reported in writing to Lessor and the Construction Monitor; (ii) the Project Component is in compliance with the Design Requirements and the Approved Plans in all material respects; and (iii) except as has been otherwise reported in writing to Lessor and the Construction Monitor, there are no material impediments that would cause the completion of the Project Component to occur after the applicable Target Completion Date.

Lessee shall also deliver any supporting documentation as may be reasonably requested by Lessor or the Construction Monitor relating to the construction of the Project.

- (i) *Use of Contingency.* Lessee shall manage and report to the Construction Monitor at least monthly any and all uses of Contingency; including, without limitation, for the funding of unforeseen costs, scope gaps, and other reimbursable costs reasonably required for the performance of Lessee's and the Contractors' obligations under the Construction Agreements and this Lease. Contingencies are not to be used to pay for additional costs arising out of a breach of contract or gross negligence of the Contractors or Lessee or those for whom they are responsible, including, without limitation, Additional Rent. Lessee shall report the use of Contingencies to Lessor monthly in the Progress Report. Any dispute between Lessor and Lessee regarding the appropriateness of Lessee's or a Contractor's use of Contingency shall be resolved in accordance with Section 4.08.
- (j) *Site Visits; Inspection.* Lessor, the Construction Monitor, and their designated representatives, may each visit the Project Site at any time; however, all such persons must sign-in with the Contractor and follow the Contractor's safety rules and regulations in all respects.
- (k) *Payment and Performance Bonds.* Pursuant to TEX. GOV'T CODE § 2252.909, prior to commencing or authorizing the commencement of any construction, alteration, or repair to any improvement to the Leased Premises, Lessee's Contractors shall: (i) secure and deliver unto Lessor an executed payment bond conforming to Subchapter I, Chapter 53, TEX. PROP. CODE and an executed performance bond for the protection of Lessor and conditioned on the faithful performance of the work of the contractor (the "**Payment and Performance Bonds**"); and (ii) provide Lessor with a notice of commencement at least 90 days before the date of commencement of construction, and containing the information required in TEX. GOV'T CODE § 2252.909(c), including, without limitation, a written acknowledgement from the Contractor stating that copies of the Payment and Performance Bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed (the "**Required Notice**"). Lessee shall cause the Payment and Performance Bonds, together with a memorandum of the applicable construction contract, to be recorded in the Real Property Records. Lessor may elect to waive the 90-day waiting period after receipt of the Required Notice, if Lessee delivers evidence to Lessor that the Payment and Performance Bonds have been properly recorded in the Real Property Records; if Lessee delivers evidence to Lessor that the Payment and Performance Bonds have been properly recorded in the Real Property Records and Lessor does not timely waive the 90-day waiting period after receipt of

the Required Notice, any critical path delay to the schedule arising from the 90-day waiting period will be considered a Compensable Delay.

- (l) *Construction Site.* Lessee shall confine its operations to the Project Site and the areas covered by the License Agreement, except as approved in writing and subject to such conditions as may be specified and approved by Lessor. Lessee shall protect all work and maintain a perimeter fence surrounding the Project Site, and shall at all times keep and cause its contractors to keep the Project Site reasonably clean and free from waste materials and rubbish.
- (m) *Sales and Use Taxes.* Lessor is exempt from Texas Sales and Use Tax in accordance with TEX. TAX CODE §151.309 and 34 TEX. ADMIN CODE §3.322(c)(5). The Project constitutes an improvement to real property for the primary use and benefit of Lessor that is exempt pursuant to TEX. TAX CODE § 151.311. Lessee is authorized to deliver the Texas Sales and Use Tax Exemption Certificate in the form attached hereto as EXHIBIT G and provide the same to the Contractors and its Subcontractors for purposes of exemption from Texas Sales and Use Tax in the purchase of goods and materials in connection with the Project.

Section 4.04 FF&E. Installation of FF&E being integral to timely delivery of the Facilities, Lessee shall retain a purchasing manager for the purchase and installation of all FF&E for the Facilities as set forth in the Approved Plans. If Lessor desires to lease any of the FF&E, Lessor shall ensure delivery of the rented FF&E in accordance with the construction schedule so as to cause no delay in Lessee's installation of the FF&E. Lessee shall supervise the procurement of the FF&E by the purchasing manager, and shall be responsible for the installation of all FF&E in accordance with the Design Requirements and Approved Plans and in coordination with the construction of the Facilities.

Section 4.05 Insurance.

- (a) *Required Insurance.* Lessee shall maintain, and shall cause the Contractors and their Subcontractors, including without limitation, the Design Professionals and any other design professionals and engineers engaged by Lessee or the Contractors (collectively, the "**Insureds**"), to obtain and maintain errors and omission insurance, builder's risk insurance, and all other insurance policies as set forth in the Insurance Requirements.
- (b) *Loss Payable Clauses.* To the extent applicable, all contracts of insurance required to be maintained by the Insureds shall contain a standard loss payable endorsement providing that no act or omission by the named insureds shall in any way prejudice the rights of Lessor as loss payee as its interest may appear.
- (c) *Delivery of Insurance Certificates.* On or before the Effective Date and at each policy renewal date, Lessee shall furnish to Lessor such insurance certificates or renewal certificates evidencing all insurance required to be carried by the Insureds.
- (d) *Evidence of Payment of Premiums.* Lessee shall furnish to Lessor upon request duplicate receipts or satisfactory evidence of the payment of all premiums on any and all insurance required to be carried by the Insureds.
- (e) *Changes in Coverage.* Lessee shall keep and maintain such other liability insurance and property damage insurance on the Project Site or any replacements or substitutions therefor in such amounts as may from time to time be reasonably required by Lessor and covering such other insurable hazards that at the time are commonly insured against in the case of premises similarly situated, due regard being given to the height and type of the Improvements, their construction, location,

and use. Lessee's obligation to procure and maintain such additional insurance is conditioned upon (1) such insurance being commercially available to Lessee and (2) Lessor paying the additional costs of such additional insurance as an upward Adjustment in the Purchase Price pursuant to the terms of the applicable PSA(s).

Section 4.06 Compliance with Legal Requirements. Lessee shall comply and shall cause the Contractors to comply in all material respects with all applicable Legal Requirements.

Section 4.07 Designated Representatives. For ease of communication and accountability, Emily Barron, Assistant City Manager (or her successor) will serve as the designated representative and "point person" for Lessor, and Korin Crawford, Executive Vice President (or his successor subject to the reasonable approval of Lessor) will serve as the designated representative and "point person" for Lessee (each such person being a "**Designated Representative**"). The Designated Representatives shall be responsible for all communication and interaction with each party's project team with respect to the Project Work, and all communication relating to such matters shall flow through the Designated Representatives, who shall be responsible for the further dissemination of information to other project team members.

Notwithstanding the foregoing to the contrary, Lessee's Designated Representative shall actively involve and make all members of Lessee's project team (including, without limitation, the Contractors and the Design Professionals) available to participate in regularly scheduled planning and progress meetings with Lessor and its designated project team, and for all other purposes set forth in this Lease.

Section 4.08 Resolution of Disputes.

- (a) Upon written notice from one party to the other regarding a dispute over the interpretation or applicability of any provision of this Lease, the parties shall meet to make a good faith effort to resolve the dispute. The notice shall specify the party's intent to dispute any action or inaction of the other party and the nature of and material facts underlying the dispute. Within ten (10) calendar days of delivery of the notice, the parties' Designated Representatives shall meet in person and attempt to resolve the dispute.
- (b) If the dispute is not resolved within ten (10) days of the meeting, either Designated Representative may present the matter in writing to the City Manager by providing them notice thereof, which notice shall contain a detailed description of the dispute and the requested resolution of such dispute. Within ten (10) calendar days of delivery of the notice, the City Manager and the parties' Designated Representatives shall meet in person and attempt to resolve the dispute. The City Manager will send a written proposal for resolution of the dispute to the parties' Designated Representatives within ten (10) calendar days of the meeting.
- (c) If the foregoing process does not resolve the dispute and mediation is acceptable to both parties, the parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group agreeable to the parties, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless the parties agree in writing to waive confidentiality.
- (d) If the process described does not resolve the dispute and the parties do not agree to mediation, or if the mediation process does not resolve the dispute, the parties will be entitled to pursue any other

remedy available under this Lease. Neither party will pursue such a remedy without first exhausting the foregoing process.

Section 4.09 Books and Records Lessee shall maintain proper books and records of all transactions hereunder with respect to the development and construction of the Project as reasonably required by Lessor. However, Lessee is not required to keep or provide detailed records for amounts identified as fixed amounts or lump sums (including, without limitation, insurance, Lessee's Fixed Overhead and Lessee's Fixed Fee) under this Lease or the PSAs and such fixed amounts will not be subject to Lessor's audit rights under this Lease. Lessee shall cooperate with Lessor in any inspections and audits of the documents relating to the construction and development of the Project. Subject to the exclusion of audit rights on Lessee's fixed amounts, Lessor shall have the right to verify and audit the details of Lessee's and/or Contractors' billings, certificates, accountings, cost data, and statements, either before or after payment and to inspect, copy and audit the books and records of Lessee and/or the Contractors during business hours until the fourth anniversary of Final Completion. Until then, originals of Lessee's and Contractor's books and records shall be kept for such purposes at Lessee's address stated herein.

Section 4.10 All Liens Subordinate to Lessor. Except as otherwise expressly provided herein, Lessee's rights, as well as the rights of anyone else, including, but not limited to, any mortgagee, architect, independent contractor, assignee, sublessee, sub-contractor, prime or general contractor, mechanic, laborer, materialman, or other lien or claim holder, shall always be and remain subordinate, inferior, and junior to Lessor's title, interest, and estate in the Leased Premises. Lessee shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien, or any security agreement, conditional bill of sale, title retention agreement, chattel mortgage, or otherwise (a "**Lien**") that is recorded by Lessee, the Contractor, or any of Contractor's subcontractors of any tier performing work on the Project that might or does constitute a lien, encumbrance, or charge upon the Leased Premises, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights, or interest of Lessor in the Leased Premises or any part thereof, or the income therefrom. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to the filing of any Lien against the Leased Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other Person for the performance of any labor or the furnishing of any materials or services for or in connection with the Leased Premises or any part thereof.

Article 5

Completion and Acceptance of the Project

Section 5.01 Title to the Improvements. Title to all Improvements now or hereafter located on the Project Site (including the Civil Work and the Facilities), together with all FF&E, shall be vested in Lessee until the termination of this Lease, at which time all title to and ownership of said Improvements shall automatically and immediately vest (without the necessity of any further action being taken by Lessee or Lessor or any instrument being executed and delivered by Lessee to Lessor) in Lessor; provided that Lessor has made all payments to Lessee required under the PSAs.

Section 5.02 Completion of the Project.

- (a) *Substantial Completion.* For purposes of this Lease, the Project Components will be deemed substantially complete upon the occurrence of the following ("**Substantial Completion**"):
- (i) The Project Component has been constructed substantially in accordance with the applicable portion of the Approved Plans and is sufficient, suitable, and ready to be

occupied for its intended purposes as evidenced by a certificate from the Design Professionals in form and substance reasonably satisfactory to Lessor;

- (ii) A temporary certificate of occupancy and any other permits and orders necessary for the occupancy of the Project Component for its intended purpose has been obtained and delivered to Lessor;
- (iii) All fixed FF&E for the applicable Project Component, if any, has been installed in accordance with the terms of this Lease; and
- (iv) A punch list of unfinished items for the Project Component has been prepared by Lessee and approved by Lessor, as evidenced by Lessor's Written Approval therefor.

Lessee shall notify Lessor and the Construction Monitor at least thirty (30) calendar days prior to the date upon which Lessor expects to achieve Substantial Completion of each Project Component. Within ten (10) calendar days after receipt of such notice, Lessor and Lessee shall schedule one or more inspections of the Project Component for purposes of developing a Punch List to be prepared by Lessee. Lessee shall deliver the Punch List to Lessor and the Construction Monitor for Written Approval of Lessor.

- (b) *Acceptance of the Project Components.* Each Project Component shall be deemed to have been accepted by Lessor upon (i) Substantial Completion of the Project Component in accordance with Section 5.02(a) above, and Lessor's taking possession of the Project Component, and (ii) payment to Lessee of the "Substantial Completion Installment Payment" set forth in the Installment Payment Schedule (the "**Acceptance Date**") for the Project Component, whereupon Lessee's rights of possession under this Lease as to the applicable Project Component shall terminate.
- (c) *Surviving Development Obligations and Temporary License.* Lessor and Lessee acknowledge that notwithstanding the termination of this Lease on the Acceptance Date prior to Final Completion of the Project and each Project Component (whereupon the Term of this Lease shall expire and the Project shall be delivered and conveyed to Lessor), Lessee agrees to complete all items contained in the Punch List, and to assist with the satisfaction of all other conditions and requirements to Final Completion set forth in Section 5.02(d) below (the "**Surviving Development Obligations**"). Lessee shall comply with the terms, provisions and requirements hereof applicable to its performance of the Surviving Development Obligations. Solely for purposes of performance of the Surviving Development Obligations, Lessee shall retain a temporary, non-exclusive license to enter onto and use the Leased Premises for the purposes of performing and completing the Surviving Development Obligations, and for no other uses unless and until, and then solely to the extent mutually and specifically agreed to in writing by the Parties.
- (d) *Final Completion and Close-Out Procedures.* For purposes of this Lease, the Project Component will be deemed to be finally complete upon the occurrence of the following ("**Final Completion**"):
 - (i) Substantial Completion of the Project Component shall have occurred and all Punch List items for the Project Component have been completed to the reasonable satisfaction of Lessor;
 - (ii) All loose FF&E for the Project Component, if any, has been installed in accordance with the terms of this Lease;

- (iii) Final certificates of occupancy and all final permits for the Project Component have been obtained and delivered to Lessor;
 - (iv) All final lien waivers and "all bills paid" affidavits for the Project Component have been provided to Lessor, together with a down-date endorsement from the title company insuring Lessee's leasehold interest in the Leased Premises related to the Project Component is free and clear from all mechanics' and materialmen's liens;
 - (v) A final, "as-built" survey of the Project Component shall have been obtained (at the sole cost and expense of Lessee) and delivered to Lessor;
 - (vi) A final, "as-built" set of plans and specifications and electronic BIM models (at the sole cost and expense of Lessee) for the Project Component shall have been delivered to Lessor;
 - (vii) Except with respect to the Phase One Retail, Lessee shall have vacated the portion of the Leased Premises related to the Project Component and removed all of Lessee's personal property therefrom;
 - (viii) All specified trainings for the use, occupancy, and maintenance of the Project Component, including with respect to all FF&E for the Project Component, have occurred to the reasonable satisfaction of Lessee;
 - (ix) All warranties, manuals, equipment cuts, operating guides, and any other documents necessary for the full operation, maintenance, and occupancy of the Project Component have been delivered to Lessor;
 - (x) Lessee and the Design Professionals have each provided a written certification to Lessor in form and substance reasonably satisfactory to Lessor to the effect that the Project Component has been constructed in accordance with the Design Requirements and the applicable Approved Plans in all material respects;
 - (xi) Upon completion of the last Project Component, a memorandum executed by Lessor and Lessee to be filed in the Real Property Records evidencing the termination of this Lease in recordable form (and expressly terminating any Memorandum of Lease previously recorded in accordance with this Lease) (the "**Memorandum of Termination**");
 - (xii) a bill of sale in form and substance reasonably satisfactory to the Parties for transfer and conveyance of the Improvements and any and all FF&E, each as applicable to the Project Component (and excluding title of the Phase One Retail) to Lessor; and
 - (xiii) Upon completion of the last Project Component, any and all additional documentation necessary to effect or confirm, or otherwise reasonably required by Lessor or Lessee in connection with the termination of this Lease and the assignment, conveyance or reconveyance and/or reversion of the Improvements (excluding the Phase One Retail) to Lessor.
- (e) *Final Installment Payment.* Lessee shall coordinate with Lessor and the Construction Monitor to schedule a date on which all deliverables required for Final Completion of each Project Component set forth in Section 5.02(d) shall be provided. Upon confirmation from Lessor and the Construction Monitor that the conditions to the disbursement of the final Installment Payment have been satisfied for the applicable Project Component, Lessor shall disburse the final Installment Payment to Lessee

for the applicable Project Component. Upon disbursement of the final Installment Payment to Lessee for the last of the Project Components, this Lease shall terminate and the Leasehold Estate, the Premises, the Improvements, the FF&E and any other property located on the Premises shall revert to or be sold, assigned, transferred and conveyed to Lessor (excluding the Phase One Retail), and Lessor shall be authorized to record the Memorandum of Termination in the Real Property Records.

Section 5.03 Delay.

- (a) *Notice of Delay.* Lessee shall notify Lessor and the Construction Monitor immediately (but in any event no later than fourteen (14) calendar days) of the occurrence of any actual or anticipated delay with respect to the Substantial Completion of the Project Component beyond the applicable Target Completion Date. Such notice shall be clearly marked as a "*Notice of Delay*", and shall include the following:
- (i) a narrative explanation setting forth in reasonable detail the causes(s) of such delay, and the effects to the critical path for the completion of the Project Component, and the efforts taken by Lessee to mitigate the impact on the schedule for completion of the Project Component; and
 - (ii) such relevant documentation or other evidence supporting the cause of the delay(s) and the effect thereof on the critical path.

If the event or circumstance that caused the delay is ongoing, Lessee shall notify Lessor and the Construction Monitor as soon as possible but no later than seven (7) calendar days following the conclusion of such event or circumstance, together with an updated report detailing the effects to the critical path for Substantial Completion of the Project Component.

- (b) *Extension of Term for Permitted Delay.* Lessee may submit a written claim to Lessor and the Construction Monitor for an extension of the Term due to a delay in Substantial Completion of the Project Component beyond the applicable Target Completion Date resulting directly from Permitted Delay (a "**Claim for Permitted Delay**"). Such claim must be submitted by Lessee within fourteen (14) calendar days following the later of the date of the event or circumstance giving rise to a claim for Permitted Delay or the date on which Lessee learns of the event or circumstance giving rise to a claim for Permitted Delay. Such claim shall be clearly marked as a "*Claim for Permitted Delay*", and shall include the following:
- (i) a narrative explanation setting forth in reasonable detail the nature of such claimed Permitted Delay, and the effects to the critical path for the completion of the Project Component, and the efforts taken by Lessee to mitigate the impact on the schedule for completion of the Project Component; and
 - (ii) such relevant documentation or other evidence supporting the cause of the claimed Permitted Delay and the effect thereof on the critical path.

If the event or circumstance giving rise to Lessee's claim for a Permitted Delay is ongoing, Lessee shall notify Lessor and the Construction Monitor as soon as possible but no later than seven (7) calendar days following the conclusion of such event or circumstance, together with an updated report detailing the effects to the critical path for the completion of the Project Component.

Upon receipt of any Claim for Permitted Delay from Lessee, Lessor shall diligently and in good faith review such claim, to come to a determination as to whether such claim is justified by virtue of being a Permitted Delay, taking into account both the extent to which such events or circumstances are classified as events giving rise Permitted Delay as provided herein, and the extent to which such events or circumstances were the direct cause of such delay after Lessee has taken reasonable steps to mitigate the effect of such delays.

Lessor shall notify Lessee in writing of its determination within fourteen (14) calendar days after receipt of such Claim for Permitted Delay, setting forth the number of days, if any, by which the Term shall be extended hereunder.

- (c) *Compensable Delay.* Concurrently with the submission of any Claim for Permitted Delay pursuant to Section 5.03(b) above arising out of a Compensable Delay, Lessee may submit a proposed Adjustment to the Purchase Price for Permitted Cost Overruns resulting from such Compensable Delay in accordance with Section 2.02(b) of the applicable PSA. For the avoidance of doubt, no Adjustments to the Purchase Price shall be permitted for any increased costs resulting from Non-Compensable Delay.

Any award for Compensable Delay shall be calculated based upon the increase to the cost of work for the completion of the Project Component per day of delay, only to the extent that such costs are the direct result of such Compensable Delay (including reasonable costs incurred to mitigate the delay), but expressly excluding any costs that have been or should have been mitigated by Lessee. Notwithstanding the foregoing to the contrary, the Parties have agreed that the cost of Compensable Delay for completion of Project Component shall not exceed the per day amount of delay as set forth in the applicable PSA.

Article 6 Additional Covenants of Lessee

Section 6.01 Operations. Lessee shall obey, perform and comply in all respects with any and all applicable Legal Requirements existing at any time during the Term in any way affecting the Leased Premises, or the use or condition thereof. Lessee shall not knowingly (with knowledge to be deemed upon the earlier of obtaining actual knowledge, or earlier if knowledge should have been obtained using reasonable diligence) permit or suffer the Leased Premises to be used or improved in any manner which violates applicable Legal Requirements. Lessee shall at its own expense, obtain any and all licenses, easements, permits, and other agreements necessary for its use of the Leased Premises (including, without limitation, Entitlements for the Project). Lessor will join in the applications for any such licenses, easements, permits, agreements, or otherwise as necessary to comply with the Legal Requirements where the signature of Lessor as owner of the Project Site is required, provided Lessee pays all costs and expenses of Lessor associated therewith and Lessor incurs no liability or obligations with respect thereto (or if any liability or obligation is so imposed upon Lessor, then provided Lessee indemnifies Lessor for same).

Lessee shall not occupy or use the Leased Premises in any manner that will constitute waste or nuisance, or permit any portion of the Leased Premises to be occupied or used for any purpose which is unlawful or unusually hazardous on account of fire, nor permit anything to be done that will in any way invalidate insurance on the Leased Premises. Without limiting the generality of the foregoing, Lessee shall not, and shall not knowingly (with knowledge to be deemed upon the earlier of obtaining actual knowledge, or earlier if knowledge could have been obtained using reasonable diligence) permit others to: (i) use or occupy the Leased Premises or any part thereof for any unlawful purpose or in such a manner as to: (A) violate any certificate of occupancy, certificate or policy of insurance, permit, license affecting the Leased Premises; or (B) constitute a public nuisance or waste; or (ii) impair Lessor's title to the Leased

Premises or any portion thereof or create a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Leased Premises or any portion thereof.

Section 6.02 Maintenance and Repair. Lessee, at its sole cost and expense, shall maintain the Leased Premises in good condition, repair and working order, and make all necessary repairs thereto and replacements thereof, of every kind and nature whatsoever, whether interior or exterior, ordinary or extraordinary, structural or nonstructural or foreseen or unforeseen, in good order, condition and repair until Substantial Completion of the applicable Project Component. Upon Substantial Completion of each Project Component, Lessor will be responsible for maintenance, repairs, insurance, liability, and risk of loss of the Improvements and the portion of the Leased Premises that the Improvements are situated on. Except as provided above, Lessor shall under no circumstances be required to build any improvements or install any equipment on the Leased Premises, make any repairs, replacements, alterations or renewals of any nature to the Leased Premises, nor may Lessee require Lessor to make any expenditure whatsoever in connection with this Lease or maintain the Leased Premises in any way. Prior to Substantial Completion of the applicable Project Component, Lessor shall not be required to maintain, repair or rebuild all or any part of the Leased Premises, and Lessee waives any right which might arise by virtue of this Lease or pursuant to any Legal Requirements to (i) require Lessor to maintain, repair or rebuild all or any part of the Leased Premises or (ii) make repairs to the Leased Premises at the expense of Lessor pursuant to the terms of any Legal Requirement, contract, agreement, covenant, condition or restriction. Notwithstanding the foregoing to the contrary, Lessor agrees and acknowledges that Lessee shall not be responsible for the cost of any maintenance or repair obligations with respect to the Leased Premises, a Project Component, or the Project from or after the date of Substantial Completion, and that from and after Substantial Completion, Lessor shall assume the responsibility for such maintenance and repair obligations.

Section 6.03 Taxes. Lessee shall pay or cause to be paid, not later than ten (10) days prior to delinquency, all Taxes directly to the appropriate Person; provided, however, that Lessee shall not be responsible for the payment of any taxes or assessments, if any, on or against Lessor's fee simple estate.

Lessee shall prepare and file all reports and returns required by Legal Requirements with respect to any Tax and shall furnish copies thereof to Lessor upon written request. Lessee shall promptly forward to Lessor, upon written request, copies of any bill or assessment respecting any Tax. Lessee shall also furnish and deliver to Lessor receipts evidencing the payment of any Tax as required by this Lease. If Lessee fails to pay any Tax when due, Lessor, without declaring an Event of Default hereunder, may, but shall not be obligated to, pay any such Tax and any amount so paid by Lessor, together with all costs and expenses incurred by Lessor in connection therewith, shall constitute Rent hereunder and shall be paid by Lessee to Lessor on demand with interest at the Delinquent Interest Rate. Lessee's obligation to pay Taxes accruing during the Term shall survive the expiration or earlier termination of this Lease.

Lessee shall have the right to contest in good faith the amount or validity of any Tax by appropriate proceedings which operate to prevent or stay the collection of the Tax so contested. Upon the termination of such proceeding, Lessee shall deliver to Lessor proof of the amount of the Tax as finally determined and thereupon Lessee shall pay such Tax. Lessor shall not be subjected to any liability for the payment of any costs or expenses in connection with any proceedings and to the extent permitted by applicable law, Lessee shall, in accordance with Article 8 hereof, indemnify, defend and hold Lessor and the Indemnitees harmless from any such costs and expenses.

Section 6.04 Utilities and Services. Lessee shall, at its sole cost and expense, contract and pay (prior to delinquency) all charges for Utilities, including any impact fees, related to the construction of the Project. Lessor will not be obligated to furnish any Utilities required for the construction of the Project prior to Substantial Completion and will not be liable for the failure of any Utilities to be provided or for any loss of or injury to property prior to Substantial Completion, however occurring, through or in

connection with or incidental to the failure to furnish any Utilities. Lessor shall, at Lessee's sole cost and expense, execute easements in form and substance acceptable to Lessor in Lessor's commercially reasonable discretion, which are required to be executed by the owner of the Project Site to aid in obtaining Utilities for the Project.

Section 6.05 Change of Control. Lessee shall not permit a Change of Control of Lessee to occur without the prior written consent of Lessor.

Section 6.06 Assignment and Subletting. Lessee shall not have the right to assign or transfer this Lease or any interest herein or any right or privilege appurtenant hereto or to sublease the Leased Premises or any portion thereof, without the prior written consent of Lessor, which may be granted or withheld at Lessor's sole and absolute discretion. The parties acknowledge that this section will not prohibit Lessee from subletting portions of the Phase One Retail following Substantial Completion thereof.

Article 7 Property Condition; Environmental Matters

Section 7.01 Condition of Project Site.

Lessee acknowledges satisfaction as to the nature and location of the Project Work; the general and local conditions, particularly those bearing upon availability of transportation and access to the site; disposal, handling and storage of materials; availability of labor, water, electric power, telephone, and roads; uncertainties of weather or physical conditions at the site; the conditions of the ground; the character of equipment and facilities needed prior to and during the performance of the Project Work; and all matters that can in any way affect the Project Work or the cost thereof under this Lease. Lessee and Lessor have mutually agreed on the amount and types of on-site investigation (limited solely to the areas identified in the Diligence Reports) to be done by Lessee, and Lessee has performed the mutually agreed on-site investigation. Therefore, if Unknown Site Conditions (including, but not limited to, soil conditions, archeo-paleo artifacts, regulated items, environmental issues, etc.) are found either on-site or off-site, then Lessee may make a claim for additional costs and/or schedule delay.

LESSEE ACKNOWLEDGES AND AGREES THAT IT IS ENTERING INTO THIS LEASE WITHOUT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION, ORAL OR WRITTEN, MADE BY LESSOR OR ANY REPRESENTATIVE OF LESSOR OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT FOR OR ON BEHALF OF LESSOR WITH RESPECT TO THE PROJECT SITE BUT RATHER IS RELYING UPON ITS OWN EXAMINATION AND INSPECTION OF THE PROJECT SITE. LESSEE REPRESENTS THAT IT IS A KNOWLEDGEABLE DEVELOPER OF REAL ESTATE SUCH AS THE PROJECT SITE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF LESSEE'S CONSULTANTS. LESSEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, THAT MAY HAVE BEEN MADE OR GIVEN, OR THAT MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY LESSOR.

Section 7.02 Environmental Matters.

- (a) *Prohibition.* Lessee shall not, nor shall Lessee cause or permit the use, treatment, generation, storage, disposal, spill, leakage, release, or production on, under or about or transportation to the Project Site of any Hazardous Materials, except in minor quantities required for Lessee's uses of the Project Site as may be reasonably necessary in connection with the Permitted Use, but in such

event only to the extent that the Hazardous Materials are acquired, kept, stored, maintained, transported and disposed of in accordance with all Legal Requirements.

- (b) *Other Rights.* Nothing contained in this Lease shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which Lessor or Lessee may have against the other party under any Legal Requirements, all such rights being hereby expressly reserved.
- (c) *Notice of Actions.* Lessee shall give Lessor immediate written notice of the receipt of any notice or discovery of any information regarding any actual, alleged or potential Environmental Claim relating to the Project Site, and shall deliver to Lessor copies of any and all orders, notices, permits, reports, and other communications, documents and instruments which Lessee receives pertaining to such Environmental Claim.
- (d) *Assumption of Liability.* Lessee will be liable for all on and off-site disposal of Hazardous Materials brought to or created at the Project Site or vicinity thereof by Lessee, its Contractors, or any of their subcontractors and for any discharge, release, injury to any person, or injury to any property resulting from use of Hazardous Materials in the performance of the Project Work and will be responsible for obtaining all required permits and approvals necessary to remove such Hazardous Materials or otherwise remedy any problem resulting from Lessee's, Contractors', or their subcontractors' use of Hazardous Materials. Lessee will cause the removal of the Hazardous Materials used, created or brought onto the Project Site or the vicinity thereof by Lessee, its Contractors, or any of their subcontractors when required by any Governing Agency or Lessor and remedy any associated problems resulting from the use or existence of the Hazardous Materials in accordance with the applicable Legal Requirements and prudent business practices.
- (e) *Pre-Existing Hazardous Materials.* If any Hazardous Materials are discovered at the Project Site for which Lessee is not responsible as provided in Section 5(d) above, Lessee must immediately stop work in the affected area and promptly report its findings to Lessor. If such stoppage results in a delay to the Project Work or an increase in Lessee's costs of performing the Project Work, or both, Lessee must notify Lessor of such potential claim. To the fullest extent allowed by applicable law, Lessor will indemnify, save harmless and defend Lessee, its Contractors, their subcontractors, agents, employees, successors and assigns from and against any and all Claims arising out of or connected to any such pre-existing Hazardous Materials, except to the extent (1) such Claims arise out of or are connected with Lessee, its Contractors, or their subcontractors negligent handling of such Hazardous Materials, or the Hazardous Materials would not have been present if Lessee, its Contractors, or their subcontractors would have adopted reasonable means and methods that would have prevented the existence of the Hazardous Materials, or are otherwise Lessee's responsibility pursuant to this Section 7.02; or (2) the remediation or removal of such Hazardous Materials is a part of Lessee's scope of the Project Work.

Section 7.03 Survival. THE TERMS AND CONDITIONS OF THIS ARTICLE 7 WILL EXPRESSLY SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS ARTICLE 7 WERE A MATERIAL FACTOR IN LESSOR'S DETERMINATION OF THE CONSIDERATION FOR ENTERING INTO THIS LEASE.

Article 8
Indemnity by Lessee

Section 8.01 Indemnity by Lessee. To the maximum extent permitted by law, Lessee assumes liability for, and shall indemnify, protect, save and keep harmless Lessor, Lessor's Affiliates, and their respective officers, directors, shareholders, members, managers, partners, contractors, and employees (each an "**Indemnitee**"), from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses, including, without limitation, legal fees and expenses (collectively, "**Claims**"), of whatsoever kind and nature, imposed on, incurred by or asserted against any Indemnitee, but only to the extent arising out of:

- (a) Lessee's performance of or failure to perform its obligations under, or any breach of any representation or warranty by Lessee under, this Lease, or the Construction Documents;
- (b) Any injury to or the death of any person or damage to any property occurring on the Leased Premises during the Term of this Lease or arising out of the Project Work of Lessee, the Contractors and their respective Subcontractors, and their respective employees, consultants, design professionals, independent contractors, and subcontractors employed or retained for the performance of any design or construction services or for the supply of materials, or any other entity over which Lessee exercises control, and any of their respective officers, employees, and agents (collectively referred to herein as the "**Lessee Responsible Parties**");
- (c) The negligent or wrongful acts or omissions of Lessee and any other Lessee Responsible Parties;
- (d) The use, ownership, possession, or condition of the Leased Premises (including, without limitation, latent or other defects, whether or not discoverable by Lessee or any other Person) during the Term and prior to the Acceptance Date or with regard to latent defects after the Acceptance Date; and
- (e) The violation by Lessee of any term, condition or covenant of this Lease or of any contract, agreement, restriction, or any Legal Requirements affecting the Leased Premises;

EVEN IF CAUSED BY THE CONTRIBUTORY NEGLIGENCE OR ALLEGED CONTRIBUTORY NEGLIGENCE OF AN INDEMNITEE. IF ANY LESSEE RESPONSIBLE PARTY AND ANY INDEMNITEE ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY SOVEREIGN IMMUNITY AVAILABLE TO LESSOR UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this Section 8.01 shall survive the expiration or earlier termination of this Lease. For the avoidance of doubt, with respect to any Event of Default by Lessee, the intention of the parties is that, as between Lessor and Lessee, Lessor's remedies against Lessee as a result of such Event of Default shall be the remedies set forth in Section 9.02 and not a claim for indemnity under this Section 8.01 (except to the extent that there are third-party Claims arising out of such Event of Default by Lessee, in which case Lessor is entitled to a claim for indemnity under this Section 8.01).

Section 8.02 Indemnity Procedures. With respect to all the indemnity obligations in this Lease for which Lessee or Lessor is obligated to indemnify under this Lease, if an indemnitee notifies the indemnifying party of any claim, demand, action, administrative or legal proceeding, investigation or allegation (collectively, "**Indemnity Proceedings**"), the indemnifying party shall assume on behalf of the indemnitee and conduct with due diligence and in good faith the investigation and defense thereof and the

response thereto with counsel reasonably satisfactory to the indemnitee; provided, that the indemnitee shall have the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any Indemnity Proceeding involves both the indemnifying party and the indemnitee and the indemnitee shall have been advised in writing by reputable counsel that there may be legal defenses available to it which are inconsistent with those available to the indemnifying party, then the indemnitee shall have the right to select separate counsel to participate in the investigation and defense of and response to such Indemnity Proceeding on its own behalf, and the indemnifying party shall pay or reimburse the indemnitee for the indemnifying party's proportionate share (based on the indemnifying party's proportionate fault) of all reasonable attorneys' fees incurred by the indemnitee because of the selection of such separate counsel. If any Indemnity Proceeding arises, and the indemnifying party fails to assume promptly (and in any event within twenty (20) days after being notified of the Indemnity Proceeding) the defense of the indemnitee, then the indemnitee may contest (or settle, with the prior consent of the indemnifying party, which consent will not be unreasonably withheld, conditioned or delayed) the Indemnity Proceeding at the indemnifying party's expense (up to the indemnifying party's proportionate share based on proportionate fault) using counsel selected by the indemnitee. If the applicable Claim is covered by insurance maintained by the indemnifying party pursuant to this Lease, then (i) the indemnified party agrees to reasonably cooperate with the requirements of the applicable insurance company whose insurance relates to the Claim, and (ii) if the indemnified party retains its own counsel pursuant to the above, then the indemnifying party's obligation to reimburse the indemnified party for reasonable legal fees and costs incurred by the indemnified party because of the selection of such separate counsel shall only be to the extent covered by such insurance. The provisions of this Section 8.02 will survive the expiration or earlier termination of this Lease.

Article 9 Defaults and Remedies; Termination

Section 9.01 Events of Default. Each of the following events is an "**Event of Default**" by Lessee under this Lease:

- (a) Failure by Lessee to pay Rent or any other sums of money stipulated in this Lease to be paid by Lessee and such failure continues for ten (10) calendar days after Lessor gives written notice to Lessee of such failure;
- (b) Lessee subleases or assigns its interest in this Lease or any portion thereof, or causes or permits a Change of Control to occur in violation of the provisions hereof;
- (c) Substantial Completion of the Project Components shall not have occurred on or before 270 days following the applicable Target Completion Date; subject to adjustment, however, for Permitted Delay;
- (d) Failure by Lessee to perform or observe any other terms, covenants, conditions, agreements and provisions of this Lease in any material respect (other than those Events of Default expressly described in this Section 9.01) and such failure continues for a period of thirty (30) days after notice has been delivered to Lessee; provided however, that if any such failure (other than a failure involving payment of liquidated sums of money) cannot reasonably be cured within the thirty (30) day period, then such thirty (30) day period will be extended if Lessee has commenced to cure such failure after the effective date of the notice and within the thirty (30) day period and proceeds in good faith, continuously, and with due diligence to remedy and correct any such failure, but in no event will such period be extended by more than an additional one hundred fifty (150) days;

- (e) An event of default by Lessee under the License Agreement shall have occurred and continued beyond the expiration of any applicable cure period therefor; or
- (f) A Bankruptcy Event shall have occurred.

Section 9.02 Remedies. Upon the occurrence of an Event of Default by Lessee, excluding failure to timely achieve Substantial Completion (for which the sole remedy is the adjustment to the Purchase Price of the particular Project Component in the applicable PSA), and the continuation thereof after the expiration of any applicable cure period therefor, Lessor will have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

- (a) Lessor may terminate this Lease and the PSA by giving written notice thereof to Lessee in accordance with Section 9.06 hereof, whereupon Lessee shall immediately surrender the Leased Premises to Lessor and if Lessee fails so to do, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other Person who may be occupying the Leased Premises, or any part thereof, by force, if necessary, without having any civil or criminal liability therefor, and Lessee hereby agrees to pay to Lessor on demand the amount of all reasonable loss and damage which Lessor may suffer by reason of such termination, specifically including, but not limited to, any increase in insurance premiums caused by the vacancy of the Leased Premises; and/or
- (b) Enter upon the Leased Premises, without having any civil or criminal liability therefor, and, with or without such entry upon the Leased Premises, do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any increased expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease with interest from the date incurred until payment at the Delinquency Interest Rate.

Section 9.03 Payment of Expenses. Lessee shall pay to Lessor, with interest from the date incurred until payment at the Delinquent Interest Rate, all costs and expenses incurred by Lessor, including attorneys' fees, as a result of an Event of Default, in (a) retaking or otherwise obtaining possession of the Leased Premises under this Lease, (b) repairing or restoring the Improvements to the condition in which Lessee is required to deliver the Improvements at the end of the Term, (c) paying or performing the underlying obligation that gave rise to the subject default and that Lessee failed to pay or perform and (d) enforcing any of Lessor's rights and remedies under this Lease, at law or in equity arising as a consequence of the Event of Default. For the avoidance of doubt, any expenses payable by Lessee pursuant to this Section 9.03 shall not be applied by Lessor to offset the Default Termination Purchase Price or the Non-Default Termination Purchase Price, as the case may be, and Lessor shall not be deemed to waive the right to recover any expenses payable by Lessee under this Section 9.03 by remitting payment of the Default Purchase Price or the Non-Default Purchase Price, as the case may be.

Section 9.04 No Waiver. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under any of the provisions of this Lease will impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants or conditions to be performed by the other party will be in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought, and any such waiver will not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

Section 9.05 Holdover. If Lessee fails to vacate the Leased Premises and deliver the same to Lessor at expiration or earlier termination of the Term in accordance with this Lease, then Lessee shall be a Lessee at sufferance and, in addition to all other damages and remedies to which Lessor may be entitled for such holding over, Lessee shall otherwise continue to be subject to all of Lessee's obligations under this Lease. The provisions of this Section 9.05 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Lessor provided herein or at law or a consent by Lessor to any holding over by Lessee; and Lessor expressly reserves the right to require Lessee to surrender possession of the Leased Premises upon the expiration of the Term or upon the earlier termination hereof and to assert any remedy in law or equity to evict Lessee and/or collect damages in connection with such holding over. If Lessee fails to surrender the Leased Premises upon the termination or expiration of this Lease in accordance with this Lease, in addition to any other liabilities to Lessor accruing therefrom, to the extent permitted by applicable law, Lessee shall, in accordance with Article 8 hereof, protect, defend, indemnify and hold the Indemnitees harmless from all Claims resulting from such failure, including any claims made by any succeeding lessees founded upon such failure to surrender, and any lost profits to Lessor resulting therefrom, provided that Lessor has given Lessee at least thirty (30) days advance written notice of any potential Claims and Lessee fails to surrender the Leased Premises within such thirty (30) day period.

Section 9.06 Termination.

- (a) *Termination Only in Accordance with the Terms of this Lease.* Neither Lessor nor Lessee shall be permitted to terminate this Lease except in accordance with the terms and conditions set forth in this Lease (including, without limitation, the obligation of the parties to first submit to and participate in the dispute resolution procedures set forth in Section 4.08 hereof), and each party hereby waives any and all rights such party may have at law or in equity to terminate this Lease except in accordance with the terms and conditions set forth herein.
- (b) *Termination by Lessor.* This Lease may be terminated by Lessor prior to the expiration of the Term:
 - (i) Upon an Event of Default on the part of Lessee pursuant to and in accordance with Section 9.02(a) hereof (a "**Default Termination**"); or
 - (ii) In Lessor's discretion and convenience at any time by delivery of written notice to Lessee, which notice shall provide that such termination is not on account of an Event of Default on the part of Lessee pursuant to Section 9.02(a) hereof (a "**Non-Default Termination**").
- (c) *Other Circumstances Giving Rise to Termination.* This Lease shall automatically terminate without any further action on the part of Lessor or Lessee upon:
 - (i) Automatically upon the termination of the PSA of the last Project Component by Lessee in its capacity as "Seller" thereunder pursuant to Section 3.01 thereof;
 - (ii) A Taking shall have occurred, which in the good faith, reasonable judgment of Lessor would, after application of any condemnation or applicable insurance proceeds, render infeasible the intended completion of the Project by Lessee or use by Lessor of the Project; or
 - (iii) The issuance of a final, non-appealable court order by a court of competent jurisdiction to the effect that this Lease or the PSA is void, unenforceable, or impossible to perform on the part of Lessee (or as "Seller" under the PSA).

Any termination of this Lease or the PSA pursuant to this Section 9.06(c) shall also constitute a "Non-Default Termination".

- (d) *Effect of Termination.* This Lease and the PSA shall each be deemed to have been terminated (i) immediately upon delivery of notice thereof by Lessor to Lessee pursuant to Section 9.06(b)(i) or (ii) above (as the case may be), or (ii) as provided in Section 9.06(c) above (the "**Termination Date**"). Notwithstanding the early termination of this Lease and the PSA, Lessor's obligation to pay the Default Termination Purchase Price or the Non-Default Termination Purchase Price (as the case may be) to Lessee under the PSA shall expressly survive such termination.

Article 10 Casualty and Condemnation

Section 10.01 Damage or Destruction If, prior to Substantial Completion of the Project, a Casualty event damages or destroys the Project Site or the Improvements, or any portion thereof, Lessee shall, at its sole cost and expense, restore the Improvements to their condition existing immediately prior to such Casualty, in accordance with the terms hereof. All insurance proceeds payable to an account or accounts specified by Lessee by reason of such Casualty, if any, shall be paid to Lessee, and Lessee shall be required to use the proceeds to rebuild the Project in accordance with the terms hereof.

Section 10.02 Condemnation. If, prior to Final Completion of the Project, the Project Site, any Improvements, or any portion thereof or interest therein, shall be appropriated, taken or damaged by reason of the exercise of the power of eminent domain, whether by condemnation proceedings or otherwise, or any transfer thereof shall be made in avoidance of an exercise of the power of eminent domain (all of the foregoing being referred to as a "**Taking**"), and such Taking, in the good faith, reasonable judgment of Lessor would, after application of any condemnation or applicable insurance proceeds, render infeasible the intended completion of the Project by Lessee or use by Lessor of the Project, then this Lease shall be terminated pursuant to Section 9.06(c) hereof. In the event Lessor terminates this Lease pursuant to a Taking, any condemnation award shall be paid to Lessor. Upon receipt by either Lessor or Lessee of notice of any proposed Taking, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also participate in such proceeding.

Article 11 Representations and Warranties

Section 11.01 Representations and Warranties of Lessor. Lessor hereby represents and warrants to Lessee as follows as of the Effective Date:

- (a) The execution, delivery, and performance of the this Lease has been duly authorized by all necessary action of Lessor, and does not conflict or constitute on the part of Lessor a violation of, breach of, or default under any statute, indenture, mortgage, deed of trust, resolution, or other agreement or instrument to which Lessor is a party or by which Lessor or its property is bound, or any order, rule, or regulation of any regulatory body or court having jurisdiction over Lessor or any of its activities or properties.
- (b) No litigation of any nature has ever been filed, or to our actual present knowledge, is pending or threatened, pertaining to, affecting, questioning, or contesting the authority Lessor to execute and deliver this Lease or the performance of Lessor's obligations hereunder.
- (c) By its approval and execution of this Lease and the PSAs, the City Council of Lessor has appropriated current revenues or other legally available funds of Lessor in the amount of

\$216,600,000 (the "**Appropriated Amount**") for the payment of the amounts due to Lessee under this Lease and the PSAs. Lessee shall not be required to perform any Project Work with respect to which funds have not been lawfully appropriated.

Section 11.02 Representations and Warranties of Lessee. Lessee hereby represents and warrants to Lessor as follows as of the Effective Date:

- (a) *Organization and Authority.* Lessee is a Delaware limited liability company, and has been duly organized, is validly existing, is in good standing in the state in which it was formed, and is qualified to do business in the State. Lessee has the full right, power and authority and has obtained any and all consents required to enter into this Lease and to consummate or cause to be consummated the transactions contemplated hereby. This Lease has been authorized and duly executed and delivered by Lessee and constitute, or will constitute, as appropriate, legal, valid and binding obligations of Lessee, enforceable in accordance with their terms.
- (b) *Conflicts and Pending Actions.* There is no agreement to which Lessee is a party or that is binding on Lessee which is in conflict with this Lease. There is no action or proceeding pending or, to Lessee's knowledge, threatened against Lessee, which challenges or impairs Lessee's ability to execute or perform its obligations under this Lease or against or with respect to the Project Site.
- (c) *Notices.* Lessee has not received any written notices from any governmental agencies or authorities or from any other parties (i) of any conditions, defects or inadequacies with respect to the Project Site (including health hazards or dangers, nuisance or waste), which, if not corrected, would prohibit the issuance of a Certificate of Occupancy by the City of Pflugerville, (ii) with respect to any violation of any applicable Legal Requirements, (iii) of any proceedings which could cause the change, redefinition or other modification of the zoning classification of the Project Site or access thereto from any public right-of-way. Lessee shall promptly notify Lessor of any violations or conditions of which Lessee receives notice (whether written or oral).
- (d) *No Foreign Person.* Lessee is neither a "foreign person" nor a "foreign corporation" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- (e) *Litigation.* There is no pending or, to Lessee's knowledge, threatened, judicial, municipal or administrative proceedings with respect to, or in any manner affecting the Project Site or any improvements located therein, or in which Lessee is or will be a party, including proceedings for or involving tenant evictions, collections, condemnations, eminent domain, alleged building code, zoning or environmental violations, or personal injuries or property damage alleged to have occurred on the Project Site or by reason of the construction of any improvements thereon or the use and operation of the Project Site which in any way challenges, affects or would challenge or affect the continued authorization of the ownership, construction, use, leasing, management, maintenance, and operation of the Project Site.
- (f) *ERISA.* Lessee is not an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), or Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), Lessee's assets do not constitute "plan assets" within the meaning of the "plan asset regulations" (29.C.F.R. Section 2510.3-101), and Lessee's sale of the Project Site to Lessor will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.
- (g) *Prohibited Persons and Transactions.* Lessee is currently in compliance with, and shall at all times during the term of this Lease (including any extension thereof) remain in compliance with, the

regulations of the Office of Foreign Assets Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

- (h) *HB 1295*. Lessee has delivered, unless exempted under applicable law, the Certificate of Interested Parties Form 1295 ("**Form 1295**") and certification of filing generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent, prior to the execution of this Lease by Lessor and Lessee. Lessee and Lessor understand that none of Lessor or Lessor's representatives or consultants have the ability to verify the information included in Form 1295, and none of Lessor or Lessor's representatives or consultants have an obligation, nor have undertaken any responsibility, for advising Lessee with respect to the proper completion of Form 1295 other than, with respect to Lessor, providing the identification numbers required for the completion of Form 1295.
- (i) *No Boycott of Israel*. Lessee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Lease is a contract for goods or services, will not boycott Israel during the term of this Lease. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable State or federal law. As used in the foregoing verification, (A) "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; and (B) "affiliate" to mean an entity that controls, is controlled by, or is under common control with Lessee and exists to make a profit.
- (j) *No Business with Sanctioned Regimes or Foreign Terrorist Organizations*. Lessee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's Internet website:

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal law and excludes Lessee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Lessee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Lessee and exists to make a profit.

- (k) *No Boycotts Against Energy Companies*. To the extent this Lease constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, Lessee 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 Lease. 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, "boycott energy companies" shall mean, without an ordinary business purpose, 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 with a company because the company:

- (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
- (ii) does business with a company described by (A) above.

As used in the foregoing verification, "affiliate" to mean an entity that controls, is controlled by, or is under common control with Lessee and exists to make a profit.

- (l) *Prohibition on Discrimination against the Firearms Industry.* To the extent this Lease constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session), Texas Government Code, as amended, Lessee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any:
 - (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and
 - (ii) will not discriminate during the term of this Lease against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.

Article 12 Miscellaneous Provisions

Section 12.01 Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Lease to be made, given or furnished to or filed with the following Persons, if the same shall be delivered in person or duly mailed by first-class mail, postage prepaid or duly transmitted by email, at the following email addresses:

To Lessor at:

City of Pflugerville
Attention: City Manager
PO Box 589
Pflugerville, Texas 78691-0589
Email: citymanager@pflugervilletx.gov

With a copy to:

Winstead PC
Attn: Jeff Nydegger
601 W. 6th Street, Ste. 900
Austin, Texas 78701
Email: jnydegger@winstead.com

To Lessee at: Griffin/Swinerton, LLC
Attention: Korin Crawford and Roger Torriero
5707 Southwest Pkwy #200
Austin, Texas 78735
Email: kcrawford@griffinswinerton.com;
rtorriero@griffinholdings.net

With a copy to: The Rodarti Group
Attn: Keith Davis
7700 Irvine Center Drive, Ste. 180
Irvine, California 92618
Email: kdavis@constructionriskmanagers.com

To the Construction Monitor: AG|CM, Inc.
Attn: Maricela Zapata
900 South First Street, Ste. 407
Austin, Texas 78704
Email: mzapata@agcm.com

Notices delivered by email to the email addresses provided above shall be deemed to have been delivered only if receipt is personally and affirmatively acknowledged in writing by the recipient.

Section 12.02 Parties Bound. This Lease will be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

Section 12.03 Severability. If any terms or provisions of this Lease or the application of any terms or provisions of this Lease to a particular situation, are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Lease or the application of such terms or provisions of this Lease to other situations, will remain in full force and effect unless amended or modified by mutual consent of the parties; provided that, if the invalidation, voiding or unenforceability would deprive either Lessor or Lessee of material benefits derived from this Lease, or make performance under this Lease unreasonably difficult, then Lessor and Lessee will meet and confer and will make good faith efforts to amend or modify this Lease in a manner that is mutually acceptable to Lessor and Lessee.

Section 12.04 Amendment. No amendment, modification, or alteration of the terms of this Lease will be binding unless it is in writing, dated subsequent to the date of this Lease, and duly executed by the parties to this Lease.

Section 12.05 Merger. There will be no merger of this Lease or of the Leasehold Estate by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, in whole or in part, (a) this Lease or the Leasehold Estate or any interest in this Lease or such Leasehold Estate, or (b) any right, title or interest in the Leased Premises.

Section 12.06 Successors and Assigns. This Lease will be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns.

Section 12.07 No Third-Party Beneficiaries. Lessor and Lessee hereby renounce the existence of any third-party beneficiary to this Lease and agree that nothing contained herein will be construed as giving any other Person third party beneficiary status.

Section 12.08 Correction of Technical Errors. If, by reason of inadvertence, and contrary to the intention of Lessor and Lessee, errors are made in this Lease in the legal descriptions or the references thereto or within any exhibit with respect to the legal descriptions, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Lease or any of its exhibits or any other similar matters, the parties by mutual agreement may correct such error by memorandum executed by them without the necessity of amendment of this Lease.

Section 12.09 Memorandum of Lease. Lessor and Lessee shall execute a Memorandum of Lease at the same time as they execute this Lease (the "**Memorandum of Lease**") The Memorandum of Lease will be recorded in the Real Property Records. This Lease, and not the Memorandum of Lease, is what creates the Leasehold Estate and whether this Lease is terminated or expires is governed by the terms of this Lease.

Upon the expiration or earlier termination of this Lease, Lessee agrees to execute, acknowledge and deliver to Lessor an appropriate instrument in writing releasing and reconveying to Lessor all of Lessee's right, title and interest in and to the Leased Premises. Lessor is hereby irrevocably vested with full power and authority as attorney in fact for Lessee and in Lessee's name, place and stead (which shall be deemed to be coupled with an interest and irrevocable), to execute such instrument releasing Lessee's interest under this Lease following the expiration or earlier termination of this Lease; provided, however, that Lessor shall not exercise such power and authority until Lessee fails to execute such a release within thirty (30) days after Lessor's request for the same. In no event shall this Lease be recorded in the Real Property Records without Lessor's and Lessee's consent, in their sole discretion.

Section 12.10 Governing Law and Venue. The laws of the State of Texas and the rules and regulations issued pursuant thereto shall govern the validity, construction, enforcement, and interpretation of this Lease, without regard to conflict of law provisions. All claims, disputes and other matters in question arising out of or relating to this Lease, or the breach thereof, shall be decided by proceedings instituted and litigated in a state court of competent jurisdiction sitting in Austin, Texas, and the parties hereto expressly consent to the venue and jurisdiction of such court. Any provision included or incorporated herein by reference that conflicts with said laws, rules and regulations shall be null and void and shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise.

Section 12.11 No Waiver of Sovereign Immunity. NOTHING IN THIS LEASE SHALL BE CONSTRUED TO WAIVE THE SOVEREIGN IMMUNITY OF LESSOR. LESSOR IS ENTERING INTO THIS LEASE IN ITS GOVERNMENTAL FUNCTION AND CAPACITY SOLELY AS A LESSOR OF REAL PROPERTY, AND THIS LEASE DOES NOT CONSTITUTE AN EXERCISE OF LESSOR'S REGULATORY POWERS (E.G., REGULATORY APPROVALS OR IN ANY OTHER REGULATORY CAPACITY OF LESSOR). LESSEE ACKNOWLEDGES THAT LESSOR CANNOT CONTRACT IN ANY MANNER REGARDING THE EXERCISE, AND NOTHING CONTAINED IN THIS LEASE CONSTITUTES LESSOR'S EXERCISE, OF ITS REGULATORY POWERS OR A WAIVER OF ITS SOVEREIGN IMMUNITY PROTECTIONS.

Section 12.12 Counterparts; e-Signatures. This Lease may be signed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument The Parties agree that delivery of digital signatures shall be given the same legal effect as original signatures, and the Parties hereby agree to accept electronic delivery of digital signatures by e-mail in "pdf" form, or via DocuSign, Adobe Sign, or any similar means of digital delivery.

(Signature Page Follows)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Ground Lease Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

LESSOR:

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

By: _____
Sereniah Breland, City Manager

LESSEE:

GRIFFIN/SWINERTON, LLC, a Delaware limited liability company

By: _____
Roger Torriero, Principal

By: _____
Korin Crawford, Executive Vice President

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

Lot 1, Downtown East Subdivision, recorded in Document No. 202400177 of the Official Public Records of Travis County.

Lot 2, Downtown East Subdivision, recorded in Document No. 202400177 of the Official Public Records of Travis County.

Lot 3, Downtown East Subdivision, recorded in Document No. 202400177 of the Official Public Records of Travis County.

Lot 4, Downtown East Subdivision, recorded in Document No. 202400177 of the Official Public Records of Travis County.

Lot 5, Downtown East Subdivision, recorded in Document No. 202400177 of the Official Public Records of Travis County.

Lot 7, Downtown East Subdivision, recorded in Document No. 202400177 of the Official Public Records of Travis County.

Main Street, a right-of-way dedicated per Downtown East Subdivision, recorded in Document No. 202400177 of the Official Public Records of Travis County.

Wanderlust Way, a right-of-way dedicated per Downtown East Subdivision, recorded in Document No. 202400177 of the Official Public Records of Travis County.

Pollinator Path, a right-of-way dedicated per Downtown East Subdivision, recorded in Document No. 202400177 of the Official Public Records of Travis County.

EXHIBIT B

DEVELOPMENT SCHEDULE



EXHIBIT C

PRELIMINARY DEVELOPMENT BUDGET

Uses of Funds	Nov 2024 Est.
Infrastructure Phase 1A GMP (incl surface parking)	\$24.5 M
Infrastructure Phase 1B Alt	\$10.5 M
Parcel Acquisitions by City	\$4.8 M
City Hall	\$86.5 M
Recreation Center	\$82.5 M
SUBTOTAL CITY	\$208.8 M
Less: Lot 7 surface parking	(\$1.5 M)
Less: Lot 1 surface parking	(\$0.6 M)
Parking Structure	\$13.5-\$16.5
SUBTOTAL CITY	\$220.2 - \$223.2
Privately Financed: Retail (Core/Shell, TI's, Comm)	\$4.8 M

EXHIBIT D

DESIGN REQUIREMENTS

(appears on immediately following page)

Downtown East Design Standards

JULY 3, 2024



EXHIBIT J:

Downtown East Design Standards

July 3, 2024



TABLE OF CONTENTS

1. INTRODUCTION

1.1 BACKGROUND.....	3
1.2 THE VISION AND GUIDING PRINCIPLES.....	4
1.3 PLANNING CONTEXT.....	5
1.4 ORGANIZATION OF THE DESIGN STANDARDS.....	7

2. THE PLAN FOR DOWNTOWN EAST

2.1 PLAN ELEMENTS.....	10
2.2 THE REGULATING & PARCEL PLANS.....	13
2.3 ILLUSTRATIVE MASTER PLAN & SCENARIOS.....	14

3. BUILDING FORM AND DEVELOPMENT STANDARDS

3.1 LOCATION OF USES.....	28
3.2 BUILDING HEIGHT & MASSING.....	29
3.3 BUILDING PLACEMENT.....	32
3.4 PEDESTRIAN-PRIORITY FRONTAGE REQUIREMENTS.....	33
3.5 PEDESTRIAN-FRIENDLY FRONTAGE REQUIREMENTS.....	33
3.6 NEIGHBORHOOD BUFFER / GREENBELT FRONTAGE REQUIREMENTS.....	34
3.7 GENERAL FRONTAGE REQUIREMENTS.....	34
3.8 PARKING GARAGES.....	35
3.9 SURFACE PARKING LOTS.....	36
3.10 SERVICE AND LOADING.....	37
3.11 SITE LANDSCAPING.....	37

4. BUILDING DESIGN STANDARDS

4.1 BUILDING DESIGN PRINCIPLES.....	40
4.2 BUILDING FORM AND FACADE VARIATION.....	42
4.3 PARKING GARAGE TREATMENTS.....	43
4.4 CORNER AND TERMINUS ELEMENTS.....	43

4.5 GROUND LEVEL RESIDENTIAL.....	43
4.6 GROUND-LEVEL COMMERCIAL AND “RETAIL-READY” TREATMENT.....	44
4.7 BUILDING MATERIALS.....	45
4.8 ROOF TREATMENT.....	45

5. STREETScape DESIGN STANDARDS

5.1 STREETScape DESIGN PRINCIPLES.....	48
5.2 STREET NETWORK & CROSS-SECTIONS.....	48
5.3 STREET TREES.....	53
5.4 SIDEWALK AND PAVING TREATMENT.....	58
5.5 TIMING AND RESPONSIBILITIES FOR STREETScape.....	60
5.6 DRIVEWAYS AND CURB CUTS.....	61
5.7 STREET LIGHTING.....	61
5.8 STREET FURNISHINGS.....	62
5.9 OUTDOOR CAFE ZONES.....	64
5.10 SERVICES AND UTILITIES.....	66
5.11 PUBLIC ART.....	66

6. OPEN SPACE DESIGN STANDARDS

6.1 OPEN SPACE DESIGN PRINCIPLES.....	70
6.2 PARKS AND OPEN SPACE.....	72
6.3 VEGETATIVE BUFFER YARD AND SCREENING.....	72
6.4 GREENBELT & TRAIL SYSTEM.....	74
6.5 RECOMMENDATIONS TO IMPROVE THE ECOLOGICAL HEALTH OF THE GREENBELT.....	78
6.6 CIVIC PLAZA.....	79

APPENDIX

APPENDIX A: Pflugerville Civic Center Preliminary Parking Needs Analysis Summary by Walker Consultants

LIST OF TABLES

Table 1: Phase 1 District Parking - Projected Demand	17
Table 2: Development Program Options and Parking Demand	26

LIST OF FIGURES

Figure 1: Project Area Map	2
Figure 2: Vicinity Map	3
Figure 3: Downtown East Regulating Plan	12
Figure 4: Phase 1 Illustrative Plan	14
Figure 5: Full Build-Out Illustrative Plan	15
Figure 6: Parcel 1 - Development Options	18
Figure 7: Parcel 3 - Development Options	19
Figure 8: Parcel 5 - Early-Term Development Option	20
Figure 9: Parcel 5 - Development Options	20
Figure 10: Parcels 6 & 7 - Development Options	23
Figure 11: Illustrative Phasing Concept	24
Figure 12: Height Diagram	29
Figure 13A: Height/Step-back in Relation to Single-Family Homes along Cedar Ridge Drive	30
Figure 13B: Height/Step-back in Relation to Single-Family Homes along Meadow Creek Drive	31
Figure 14: Building Placement	32
Figure 15: Building Frontage Requirements	33
Figure 16: Parking Garages	35
Figure 17: Interim Parking Lot Design Concept	36
Figure 18: Ground Level "Retail Ready" Treatment	44
Figure 19: Key Map of Street Cross-Sections	48
Figure 20: Cross-Sections of Main Street	49
Figure 21: Cross-Sections of Secondary Streets	50
Figure 22: Cross-Section of the Civic Plaza Promenade	51

Figure 23: Cross-Section of the FM 685 Frontage	51
Figure 24: Fire Access Diagram	52
Figure 25: Street Tree Map	54
Figure 26: Proposed Street Tree Species	55
Figure 27: Street Tree Planting Detail	57
Figure 28A: Main Street, East of B Street	58
Figure 28B: Main Street, West of B Street	58
Figure 29: B & C Streets	59
Figure 30: Civic Plaza Promenade	59
Figure 31: Main Street Outdoor Cafe Zone	64
Figure 32: Trail Alignment Diagram	75
Figure 33: Trail Concept Sections	76
Figure 34: Civic Plaza Concept Plan	80



1

Introduction

As Pflugerville and its surrounding region continue to grow, so has interest in revitalizing and expanding the City's historic downtown. Through the implementation of the 28-acre "Downtown East" project, the City seeks to strengthen its civic presence by creating a vibrant new district space for residents and visitors. In pursuit of this vision, the City of Pflugerville has taken the steps described below to set the stage for this compelling development.



Figure 1: Project Area Map

1.1 BACKGROUND

Downtown Action Plan: In 2018, the City adopted the Downtown Action Plan (DAP), which defines the key steps and projects necessary to revitalize downtown. Efforts include utility and drainage studies, zoning and code amendments and the expansion of Downtown eastward into previously undeveloped land.

Assembly of Key Properties and Amendment of Tax Increment Reinvestment Zone (TIRZ) No. 1: In 2021, the City acquired the “Pfluger Tract” – 29 acres of mostly agricultural land located just east of the historic Downtown – with the goal of creating a civic center with a new City Hall and Recreation Center, to be supported by adjacent mixed-use development. Since then, the City is negotiating with property owners to provide for the extension of Main Street eastward from Downtown to FM 685 through the center of the Pfluger Tract. In 2022, the City amended their Downtown TIRZ to encompass the Pfluger Tract, providing a critical funding tool for the Downtown East project.

Selection of a Development Partner and Preparation of the Concept Master Plan: Through a competitive solicitation process, the City selected Griffin|Swinerton as its developer partner to design and construct the public facilities and the infrastructure to support the Downtown East project. As part of the Exclusive Negotiation Agreement (ENA) between the City and Griffin|Swinerton, a concept master plan was created with community participation to establish the overall vision for the District and to plan and program the public facilities.

Rezoning of the Site: To allow the vision for Downtown East to be achieved, the City of Pflugerville has created a Planned Unit Development (PUD) zoning district. The PUD district provides the regulatory flexibility needed to allow for the different uses and building types proposed within the Downtown East site. The Downtown East Design Standards supplement the PUD zoning ordinance by providing standards for buildings, streetscapes and open spaces within the Downtown East district.

City Hall and Recreation Center: Anchoring Downtown East will be two major civic facilities: a City Hall and a Recreation Center - each designed to meet the needs of this rapidly growing community and to activate the proposed Civic Plaza. Architects have been selected to design each of the buildings, and their designs have been developed in concert with the preparation of these design standards.

The intent of these Design Standards is to provide clear direction for the City, its development partners and current and future designers to implement the community’s vision for Downtown East. The standards and guidelines are intended to establish a flexible yet consistent urban design framework for future development within the District. All applicable regulations in the Unified Development Code (UDC) shall apply, to the extent that such regulations do not conflict with those within this exhibit.

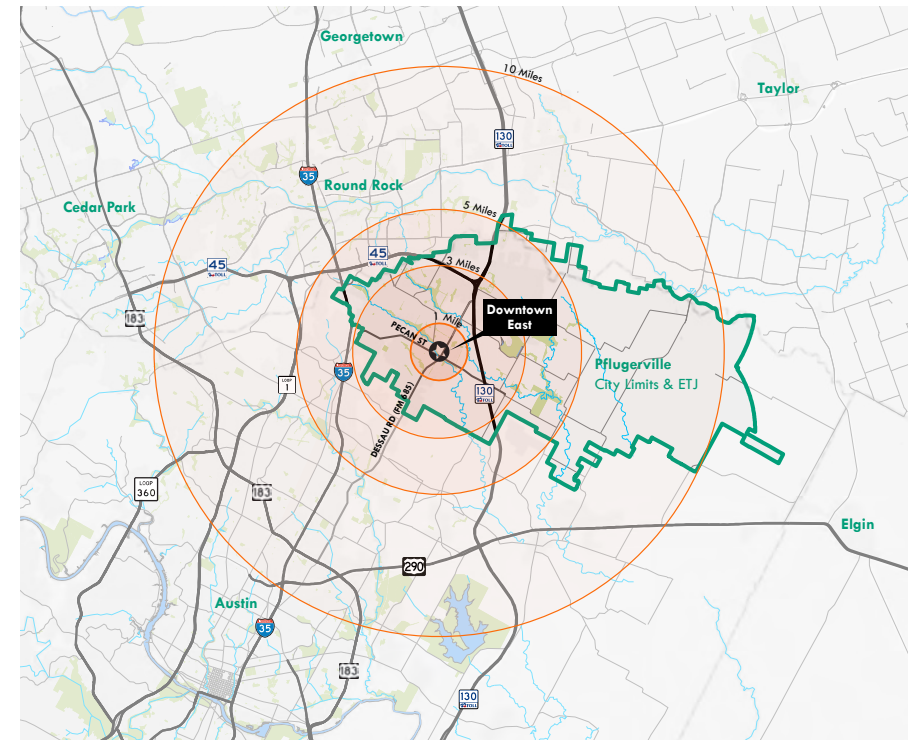


Figure 2: Vicinity Map

1.2 THE VISION AND GUIDING PRINCIPLES

Downtown East is envisioned as a vibrant mixed-use district extending, enhancing and enlivening the historic downtown core. The Pflugerville City Council passed a resolution (No. 1960-22-04-12-0980) laying out 19 goals for the Downtown East project, which are summarized into eight Guiding Principles that are the foundation for the design standards:

- Create a vibrant, sustainable, and accessible extension of Downtown that enhances Pflugerville's *sense of history and community*.
- Create *a family-friendly mixed-use district* where people will live, work, shop, play, as well as access and engage with City government.
- Ensure continued delivery of *high-quality services in a new City Hall* that meets Pflugerville's current and future administrative needs.
- Deliver a *multi-generational Recreation Center* to offer athletic, cultural and social enrichment to the community.
- Provide *a central gathering space* that can support civic celebrations, weekly events, as well as the day-to-day life of the community.
- Embrace emerging trends in technology and society to deliver *a district that is sustainable and resilient*.
- Promote *citywide economic development* that fosters employment, commerce, and recreation within the City limits.
- Seek *fiscally-responsible partnerships that maximize land value* and tax revenues, while reducing taxpayer burdens and City risk.



The Downtown East District will create an enhanced pattern of open spaces that blends nature into a compact, mixed-use development.

1.3 PLANNING CONTEXT

The Downtown East redevelopment project provides an important step towards realizing established policies and the community's vision for the revitalization and enhancement of the downtown. The Downtown East PUD builds upon the City of Pflugerville's related planning efforts, including:

Aspire Pflugerville 2040 Comprehensive Plan (2022): The Aspire Pflugerville 2040 Comprehensive Plan establishes the vision for the City's growth over the next twenty years. The Six Guiding Principles of the Comprehensive Plan are for Pflugerville to be diverse and equitable, community oriented, fiscally responsible, environmentally sustainable, safe and healthy, and to provide economic opportunities for all. Engagement with community members revealed the desire to strengthen Pflugerville's identity as distinct from neighboring cities while maintaining a "small-town feel". The Downtown East development will establish a unique identity with a "town-scaled", mixed-use environment; creating a new activity center with a strong sense of place.



Pflugerville's historic Main Street has a distinctive grouping of late 19th century and early 20th century mercantile buildings ...

Aspire Pflugerville's Future Land-Use Plan designates the Downtown East site as "Mixed-Use Neighborhood" and "Parks and Open Space":

Mixed-Use Neighborhood development incorporates different uses such as office, retail, commercial and residential in one area. Buildings within Mixed-Use Neighborhood developments typically incorporate retail and commercial uses on the ground floor with residential or office uses on the upper floors. By mixing uses and having them in close proximity, developments are more walkable than traditional suburban commercial development. Mixed-use neighborhood developments generally incorporate amenities like plazas, public seating, and pedestrian features.

Parks and Open Space areas are intended to preserve open spaces for the protection and enjoyment of natural areas. Areas within this designation are primarily located along the floodway running throughout the City. Parks, trails, and other recreational amenities should be integrated into and easily accessible from residential neighborhoods and developments.



... that contribute to the community's identity and sense of place.

A Planned Unit Development (PUD) zoning district provides the regulatory flexibility, coordination and detail required for the Downtown East project to incorporate these future land uses on a unique site adjacent to the Historic Downtown, Gilleland Creek and residential neighborhoods. The PUD enables the City of Pflugerville to ensure the viability of the City Hall and Recreation Center projects, to promote private mixed-use neighborhood development and to preserve and enhance the parks, trails, and natural features along Gilleland Creek.

The Downtown East project helps further several of the “Aspirational Actions” described in Chapter 8 of *Aspire Pflugerville* for the City’s Central District, including: catalyzing economic development through public-private partnerships, providing new housing opportunities, promoting the development of locally-owned businesses, improving walkability and pedestrian safety, and enhancing access to and the natural beauty of Gilleland Creek and the trail system.

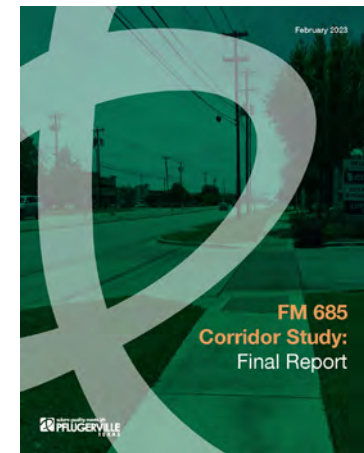
Additionally, the Downtown East project furthers many of the goals, policies and action items described in Chapter 9 of *Aspire Pflugerville* related to land use and housing, economic development and fiscal resilience, transportation and mobility, community facilities and public services, and healthy communities and neighborhood vitality.



Downtown Action Plan (2022): The Downtown Action Plan (DAP) lays out the City’s vision for revitalizing Downtown and lists specific goals and action items to achieve. It calls for both the proposed City Hall and Recreation Center to be located on the Pfluger Tract, allowing for the City to maintain a downtown civic presence and activity center, while offering additional opportunities for private development.

Revision of Tax Increment Reinvestment Zone No. 1: To support the economic viability of the Downtown East project and to fund improvements within its Historic Downtown, Pflugerville’s Tax Increment Reinvestment Zone (TIRZ) No. 1 was revised to encompass the downtown area, including the Pfluger Tract. This additional area will provide the revenue necessary to fund the infrastructure that will support Downtown East.

FM 685 Corridor Study: As Pflugerville continues to grow, the City’s main north-south corridor, FM 685, has become increasingly congested and unsafe. The City’s FM 685 Corridor Study recommends a multi-modal “urban boulevard” to meet the needs of bicyclists and pedestrians, as well as vehicular mobility. With this direction, the plan for Downtown East provides more specific standards for the treatment of the FM 685 frontage, in consideration of its important role as the eastern face of the Project.



1.4 ORGANIZATION OF THE DESIGN STANDARDS

The design standards are intended for the use of all those who are involved in the design of new improvements within Downtown East, including Griffin|Swinerton, the City of Pflugerville and supporting developers, builders, architects, landscape architects and others. The design standards are intended to supplement the development regulations of the PUD and have been developed to promote a cohesive and high-quality environment that achieves the community's vision and the guiding principles outlined above. They are intended to guide new development in ways that promote connectivity, activity, livability and sustainability. However, the design standards are not intended to be highly-prescriptive solutions that dictate a particular style or solution, but rather at allowing for creativity and innovation.



The Design Standards are organized into five subsequent chapters:

Chapter Two: The Plan for Downtown East outlines the key, structuring elements of the Master Plan, including a Regulating Plan that provides the basis for the development and design standards; an Illustrative Plan and Phasing Program that show how the District could develop under the provisions of the Master Plan. Potential development scenarios are described for each of the development parcels within the district.

Chapter Three: Building Form and Development Standards describes the general location and distribution of uses, the height and form of buildings, the relationship of ground-level uses to street frontages and open spaces and the location of parking facilities.

Chapter Four: Building Design Standards sets out the character and architectural treatment of buildings and parking facilities, the design of building facades, ground-level commercial and residential frontages and the treatment of parking garages and lots. It also describes acceptable building materials and signage types and their standards.

Chapter Five: Streetscape Design Standards describes the range of street types within Downtown East and the landscape and streetscape treatments associated with each.

Chapter Six: Open Space Design Standards describes the network of publicly-accessible parks and open spaces within the District, including the Civic Plaza, the buffers to the nearby single-family neighborhood and the greenbelt and trails along Gilleland Creek.



2

The Plan for Downtown East

The goal of the Master Plan for Downtown East is to help guide and ultimately realize the community's vision of a vibrant, mixed-use district - one that extends and enriches the historic Downtown and achieves the Guiding Principles described in Chapter One. The Plan recognizes that full build-out of the District may take place over a decade or more, and as such, maintains a level of flexibility to respond to changing conditions and unforeseen opportunities.

2.1 PLAN ELEMENTS

Four principal elements provide the physical structure of the Plan for Downtown East:



An Extended and Active Main Street

While Pflugerville’s historic Main Street will remain at the heart of this growing community, its extension eastward across Gilleland Creek into the Pfluger Tract allows for expanded retail and restaurant offerings, terminating at the new City Hall and Recreation Center. The Plan calls for the street to be designed as the pedestrian-friendly spine of the new District, with a continuous canopy of shade trees and active ground-level commercial and civic uses.



A Mix of Public and Private Uses

In addition to participating in civic affairs at City Hall or enjoying the range of community facilities at the Recreation Center, Downtown East will also be a place to live, work and visit. Over 14 acres of real estate is set aside for a mix of multi-family residential, commercial, office and hotel uses - all with the ability to include retail and restaurant uses that can create an engaging and lively pedestrian environment.



A Central Gathering Place

At the heart of Downtown East, the new Civic Plaza will serve as Pflugerville's community gathering place - a true "living room" of the community. Flanked by City Hall, the Recreation Center and a mix of residential and commercial uses, it is envisioned as an active 18-hour place that will enhance Pflugerville's identity and support its major celebrations, weekly markets and the everyday life of the community.



A Riparian Greenbelt with Trails

Gilleland Creek and its Heritage Loop Trail flow through the heart of Downtown East, offering the opportunity to enhance the urban experience of the District with its natural environmental features. The Plan calls for Pflugerville's extensive network of trails - more than 40 miles - to be extended into Downtown East, along the Creek, to provide pedestrian and bicycle connections to the surrounding community, as well as a place to enjoy nature.



Figure 3: Downtown East Regulating Plan

2.2 THE REGULATING & PARCEL PLANS

Development within Downtown East will be governed by the Downtown East PUD Zoning regulations which establish allowable and conditional land uses and the general regulations related to lot area, height, building placement, coverage and impervious cover. The Downtown East Regulating Plan (Figure 3) describes in further detail the form, design and treatment of buildings and their relationship to the streets and public spaces of the District. All Downtown East development is guided by the following elements of the Regulating Plan.

PUD Zoning Districts: As described in Exhibit B, three zoning districts are established within the PUD boundary:

- The **PF** district includes all of the publicly accessible open space along Gilleland Creek and the greenbelt with its vegetative bufferyard between the Pfluger Tract and the single-family neighborhood to the north.
- The **PUD-PF** district includes the Civic Plaza that will include a limited amount of commercial activity intended to activate the space and to serve as the principal gathering space of Downtown East.
- The **PUD-DTE** district includes the seven development parcels within the Pfluger Tract, intended to support a mix of medium and higher-density, mixed-use development oriented to Main Street and the Civic Plaza.

Unless otherwise stated, the requirements for the PUD-DTE and PUD-PF zoning districts, set forth in this document, supersede the requirements of the Unified Development Code and the Downtown District Overlay. The requirements of the PF zoning district will comply with the requirements of the Unified Development Code and the Downtown District Overlay, unless otherwise stated.

Street Designation Types: A variety of street or roadway types are established for Downtown East, each with their own cross-sections, operational configurations and streetscape design. These include the internal public and private streets within the PUD boundary, the frontage of FM 685, operated by TxDOT, and fire lanes to ensure compliance with the City of Pflugerville's amendments to the International Fire Code (IFC). The street types address vehicular lane widths, number of lanes, pedestrian accommodation, street tree and landscape locations and on-street parking, as applicable. The treatment of these is described and illustrated in Chapter Five of the Design Standards.

Open Space and Trails: The Regulating Plan describes the planned pattern of publicly-accessible parkland, open spaces and the system of pedestrian ways and trails. These include the Civic Plaza at the heart of the District and the Greenbelt and neighborhood buffer area along Gilleland Creek and the northern and western edges of the Pfluger Tract. The Regulating Plan also illustrates the desired alignment of new trails that will connect with the Heritage Loop Trail and Pflugerville's extensive trail system beyond. Chapter Six of the Design Standards describes the design approach for these key open spaces and trails.

The Parcel Plan: The Regulating Plan depicts the seven development parcels within the Pfluger Tract (Parcels 1 through 7) designated as PUD-DTE. These seven development parcels provide a net developable area of approximately fifteen acres.

2.3 ILLUSTRATIVE MASTER PLAN & SCENARIOS

The Downtown East Planned Unit Development Zone (PUD) is flexible and allows for a variety of uses. The Illustrative Plan (Figure 5) illustrates one possible way that Downtown East could potentially build out in conformance with the Regulating Plan and these Design Standards over the next decade. It is anticipated that the site will develop in multiple phases, the first of which includes the extension of Main Street, the construction of City Hall, the Recreation Center and the Civic Plaza (Figure 4). Up to 600 surface and on-street parking spaces will be constructed during this first phase to serve

the City Hall, Recreation Center and the retail and restaurant development that is planned as part of these two facilities. An early phase could also see Parcel 5 developed for a retail and entertainment attraction with additional surface parking to help to establish Downtown East as an active, citywide and regional destination. The subsequent phases would include the remaining, privately-developed parcels for mixed-use commercial and residential development and the provision of district parking in one or more parking structures.



Figure 4: Phase 1 Illustrative Plan

The Illustrative Plan is based upon an understanding of current market conditions and will change as opportunities and new conditions present themselves. For instance, some of the sites currently illustrated as multi-family residential development could be developed for office or hotel use, should such an opportunity arise. Alternatively, sites illustrated for office or hotel use may become more suitable for residential use. Two of the

development parcels (Parcels 1 and 5) must include a component of district parking to replace and augment the surface parking that is anticipated to be developed with more intensive uses in subsequent phases.

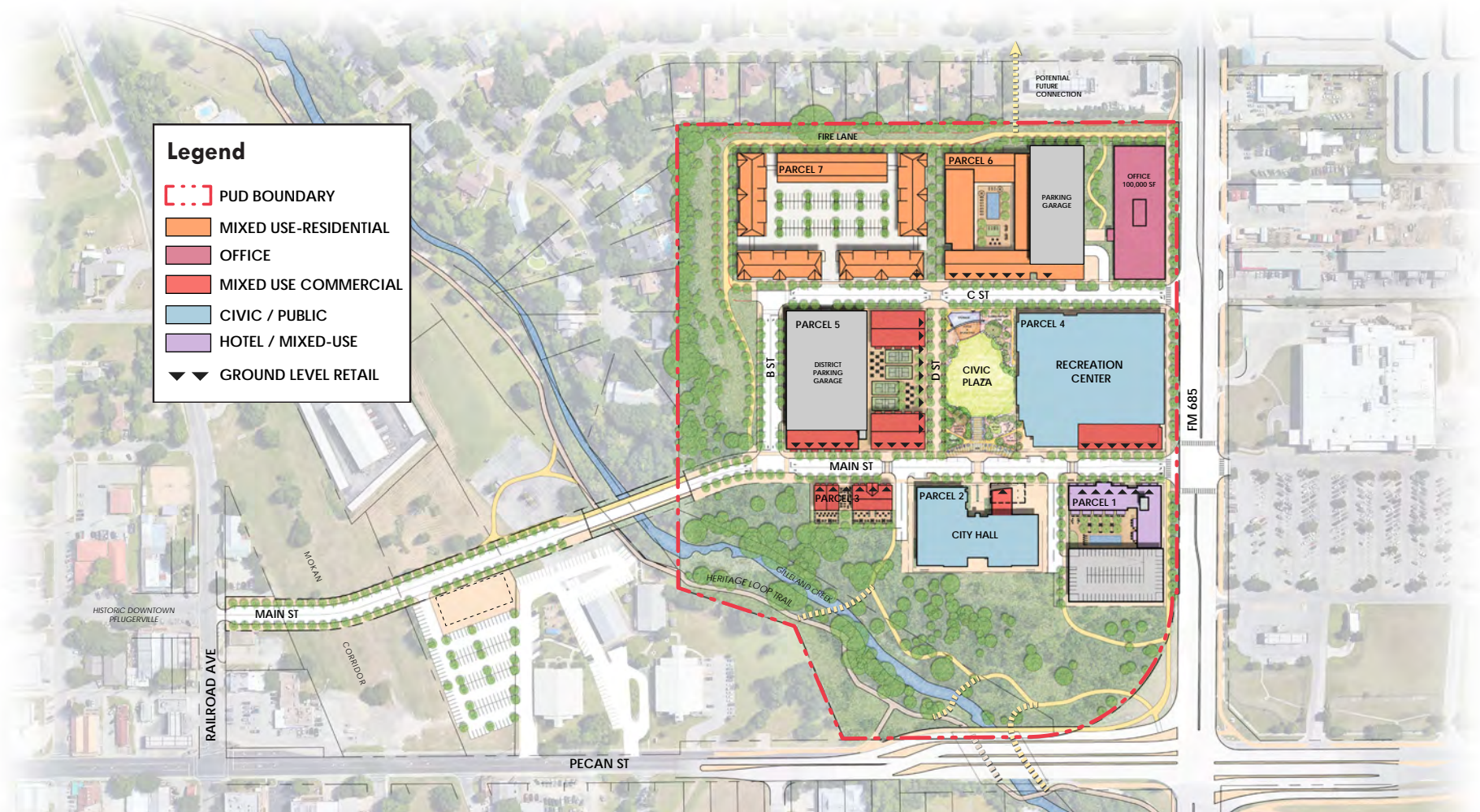


Figure 5: Full Build-Out Illustrative Plan

District Parking and Joint Development

Downtown East has an opportunity to benefit from shared parking with the varying and overlapping peak demand among the various land uses. For instance, peak demand for City Hall will be greatest during weekday business hours, while parking demand for the Recreation Center and the retail and restaurant uses will peak during weekend and evening hours. As such, a District Parking approach is recommended to serve City Hall, the Recreation Center, and retail and restaurant uses. District parking could also be utilized for hotel and office parking, as well as for a cinema, should such a use be viable. The proximity of these uses, all less than a five-minute walk from each other, makes a shared parking approach ideal.

During the initial phase of development (Figure 4), a total of 533 spaces of District Parking is required to serve the City Hall, Recreation Center, Civic Plaza and the retail and restaurant uses incorporated as part of these buildings (Table 1). These spaces could be provided at grade in four locations:

- 50 on-street parking spaces along B and C Streets and Main Street east of B Street;
- 100 surface spaces on Parcel 1;
- 30 surface spaces on Parcel 3; and
- 353 surface spaces on Parcel 6.

In subsequent phases, as development intensifies and as this surface parking is displaced, structured parking will be required. Up to 450 additional spaces or 1000 District Parking spaces may be needed to satisfy the demand for the additional component of retail, restaurant, hotel and entertainment-oriented uses that could occur on the site). Appendix A (Pflugerville Civic Center Preliminary Parking Needs Analysis Summary) and Table 2 illustrate the possible range of demand for District Parking. On-street parking should also be employed as part of the District Parking program. If 1,000 spaces are needed to serve these uses, two District Parking garages will be needed to meet this overall demand, one located on Parcel 1 and a second on Parcel 5. These two parcels are best suited for shared parking, because of their location adjacent to Main Street, the City Hall, the Civic Plaza and the Recreation Center. The garages shall conform with the design standards described in Chapter 3, and their exact size will depend upon the joint use on the parcel. The garages could range in size as follows:

- Up to 560 parking spaces on Parcel 1; and
- 800 parking spaces on Parcel 5.

Land Use	Project Data		Weekday					Weekday		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	Quantity	Unit						2 PM	October	
Retail (<400 ksf)	3,000	sf GLA	2.90	99%	87%	2.49	ksf GLA	95%	69%	5
Employee			0.70	88%	100%	0.62		100%	78%	2
Fast Casual/Fast Food	8,750	sf GLA	12.40	99%	74%	9.06	ksf GLA	90%	96%	69
Employee			2.00	88%	100%	1.76		95%	100%	15
Outdoor Amphitheater	250	seats	0.30	100%	77%	0.23	seat	1%	50%	-
Employee			0.07	88%	100%	0.06		30%	60%	3
Rec Center	128,210	sf GLA	2.00	100%	87%	1.73	ksf GLA	60%	100%	134
Employee			0.25	88%	100%	0.22		75%	100%	22
Convention Center		sf GLA	5.50	100%	100%	5.50	ksf GLA	100%	85%	-
Employee			0.50	88%	100%	0.44		100%	95%	-
Office <25 ksf	14,000	sf GFA	0.30	99%	100%	0.30	ksf GFA	95%	100%	5
Reserved		empl	0.00	93%	100%	0.00		100%	100%	-
Employee			3.50	93%	100%	3.26		95%	100%	43
Government Office	50,952	sf GFA	1.19	99%	100%	1.18	ksf GFA	95%	100%	57
Reserved	1	emp	2.70	93%	100%	2.51		100%	100%	128
								Customer/Visitor		270
								Employee		85
								CH Fleet Vehicles		50
								Reserved CH Emp 6A-5P		128
								Total		533

Table 1: Phase 1 District Parking - Projected Demand

Development Scenarios

The following provides a description of potential development scenarios for each of the five development parcels available for private or joint development. Each of these scenarios meet the development regulations in Exhibit D of the PUD and the design standards described in Chapter 3 of this exhibit:

Parcel 1: Parcel 1, located at the intersection of Main Street and FM 685 provides a key gateway location within Downtown East and represents a significant economic development opportunity for a commercial or employment use. The southernmost portion of the site (approximately 80 feet) lies within the floodplain. Key criteria for the development of Parcel 1 include:

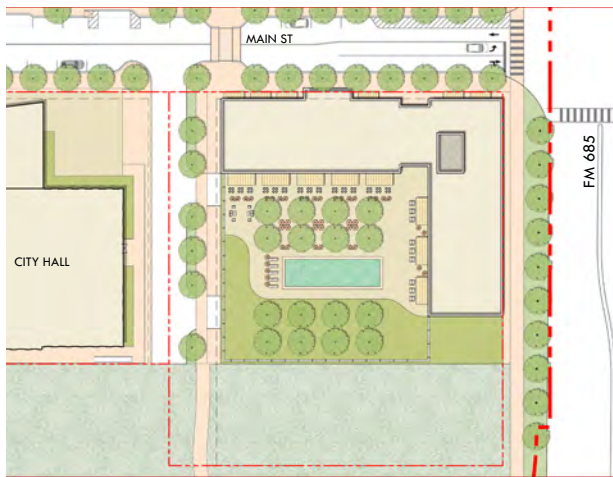
- Provision of some District Parking in a structure that does not exceed five levels or 45 feet in height;
- Some component of convenient employee and visitor parking for City Hall and Main Street retail;
- Active ground-level retail and restaurant uses oriented to Main Street;
- Upper-level uses up to 85 feet (seven levels) in height that support the life of the District, including a potential hotel or office space that could benefit from the frontage along FM 685;

Figure 6 shows three potential joint development scenarios for Parcel 1. Each of these includes a component of District Parking that would replace the 100 spaces of surface parking provided in Phase 1 (Figure 4):

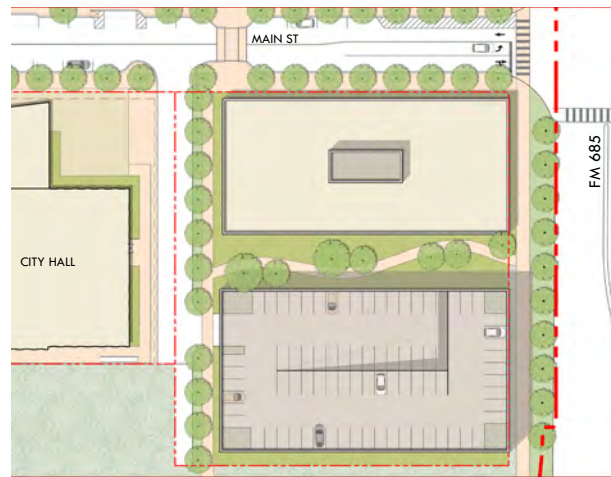
- Option 1 illustrates a two-level parking podium of 160 spaces, and a 130-room five-story hotel with 6,000 square feet of ground level retail and restaurant uses along the Main Street frontage.
- Option 2 shows a five-level freestanding parking garage of 380 spaces, with an adjacent three-story commercial building containing 5,000 sf of ground-level retail and restaurant space and 60,000 square feet of office. Alternatively, this option could also support a 120-room, 5-story hotel (shown on Figure 5). The parking garage in this option would need to be constructed above the floodplain.
- Option 3 illustrates a five-level 560-car parking garage with 15,000 square feet of retail and restaurant uses along Main Street. The low intensity nature of this option is due to the larger garage that is kept largely out of the floodplain.

Parcel 1 could include more intensive development up to 85 feet in height (seven levels) if a parking program was developed to accommodate this intensity of development in the future.

OPTION 1:



OPTION 2:



OPTION 3:

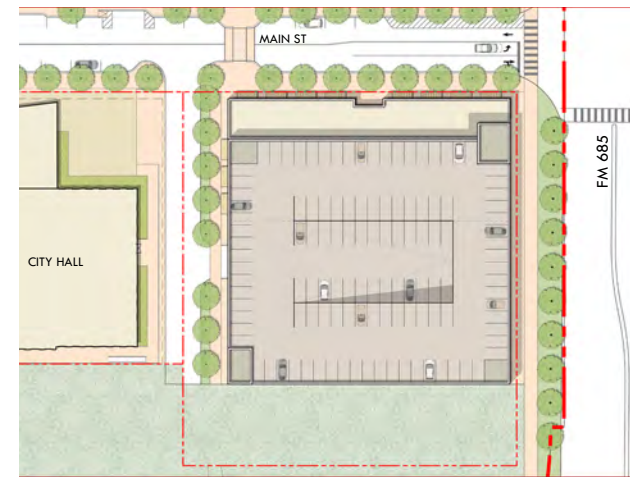


Figure 6: Parcel 1 - Development Options

Parcel 3: Parcel 3 is a small site of approximately 0.45 acres, located immediately west of City Hall and overlooking Gilleland Creek and the greenbelt. The developable area of the site is made even smaller since the southern portion of it is within the floodplain. Key criteria for this parcel include:

- Active ground level retail and restaurant uses along Main Street;
- Upper-level uses of two to five levels in height (35 to 65 feet) to enliven the mixed-use character of the District;
- Complementary relationship with City Hall and the greenbelt;
- Off-site parking in a District Parking facility;

Because of its small size, and the lack of on-site parking, residential is not a permitted use on Parcel 3. Figure 7 illustrates three possible development scenarios for the site, all of which would be served by parking in a District Garage on Parcel 5. These include:

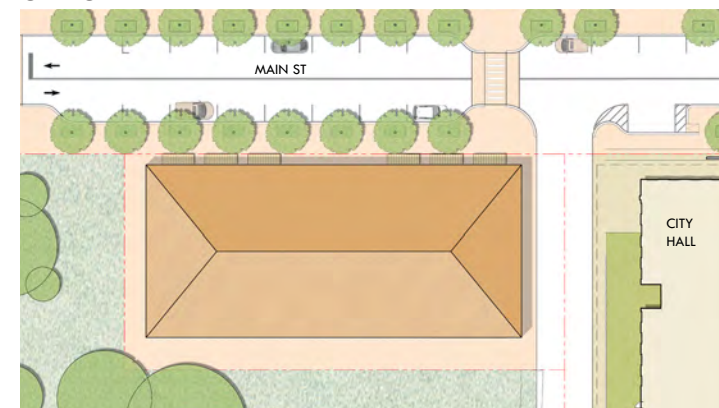
- Option 1: A cluster of one-story food and beverage uses with up to 10,000 square feet of space oriented to an outdoor garden and terraced areas.
- Option 2: A two-story 25,000 square foot mixed-use commercial building with 10,000 square feet of ground level retail and restaurant space and 15,000 square feet of office.
- Option 3: A five-story hotel with 120 rooms and 5,000 square feet of ground level retail and restaurant space.

Both Options 2 and 3 would require the building to be elevated and project over the floodplain on piers.

OPTION 1:



OPTION 2:



OPTION 3:



Figure 7: Parcel 3 - Development Options

Parcel 5: Parcel 5 is a strategic site due to its size and its location adjacent to Main Street, City Hall, the Recreation Center and the Civic Plaza. Key criteria for its development include:

- Accommodation of an active retail and entertainment use in the early term, that can enhance the destination appeal of Downtown East and energize the Civic Plaza;
- Active ground level uses along Main Street;
- Provision of up to 800 District Parking spaces in a structure that does not exceed six levels or 65 feet in height;
- Inclusion of other upper-level uses that can enliven the District and that can visually screen and encapsulate the garage to the maximum extent possible.

The City of Pflugerville would like to attract an early-term use within the next few years to this important parcel adjacent to the Civic Plaza and across the street from City Hall. Figure 8 shows one possible scenario that envisions a one and two-story complex of retail, restaurant and entertainment uses oriented around an outdoor space that could include a beer garden, pickleball courts, or other recreational facilities. Such a facility would need to provide its own parking beyond the 533 District spaces that are planned for Phase 1. This concept illustrates a facility with 20,000 square feet of interior space and 130 surface parking spaces. The facility would need to be constructed in a way that would not impede future development of a District Garage on the site. It could also be conceived as a temporary facility intended for redevelopment in the future, featuring food trucks, reused shipping containers and/or other temporary structures.

Beyond this initial phase of construction, Figure 9 illustrates three potential joint development scenarios for Parcel 5, each of which include a District Garage.

EARLY-TERM DEVELOPMENT OPTION:

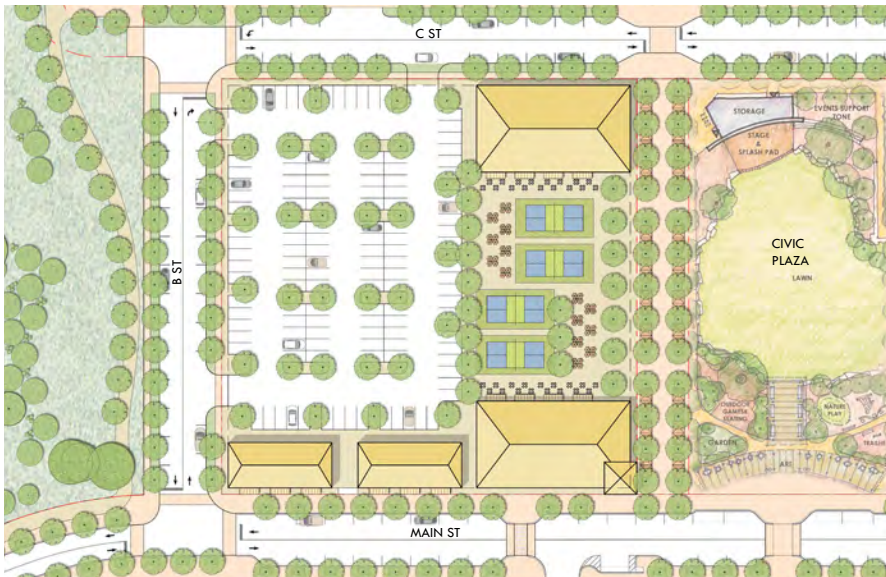


Figure 8: Parcel 5 - Early-Term Development Option

OPTION 1:

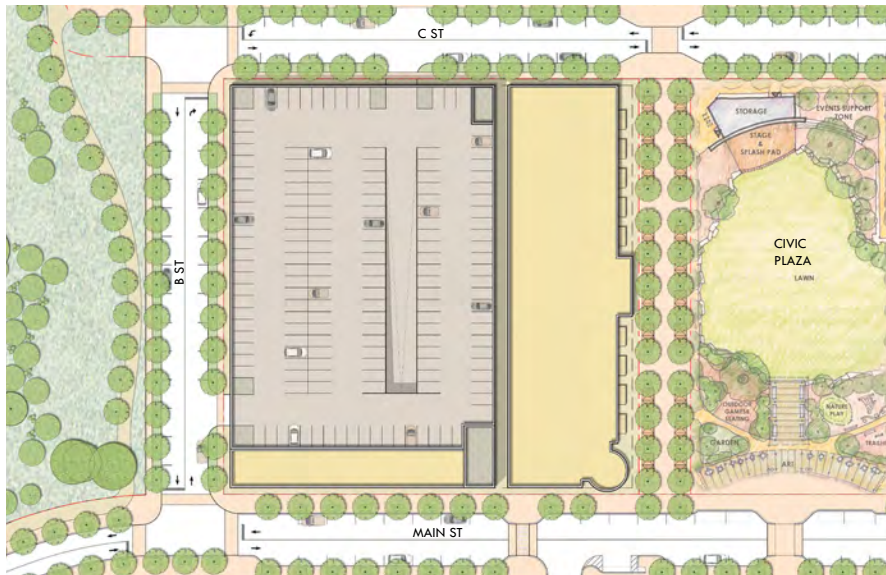


Figure 9: Parcel 5 - Development Options

- Option 1 shows a parking garage of 800 spaces on six levels. This three-bay sloped-floor garage is set back by at least 50 feet from Main Street and 130 feet from the D Street Promenade to accommodate 30,000 square feet of retail and restaurant uses on two floors. This option allows for the early term retail/entertainment uses described above (Figure 8) to remain, with the District Garage replacing the surface parking lot of that use.
- Option 2 assumes full redevelopment of the site with a four-level 630-car garage with ground level retail and restaurant space along Main Street and a two-story mixed-use cinema building with ground level food and beverage uses oriented to the Civic Plaza.
- Option 3 illustrates the potential for a mixed-use residential building with 220 apartments and 30,000 square feet of ground level retail, food and beverage uses, encapsulating a six-level shared garage with 415 District spaces and 220 dedicated residential spaces.

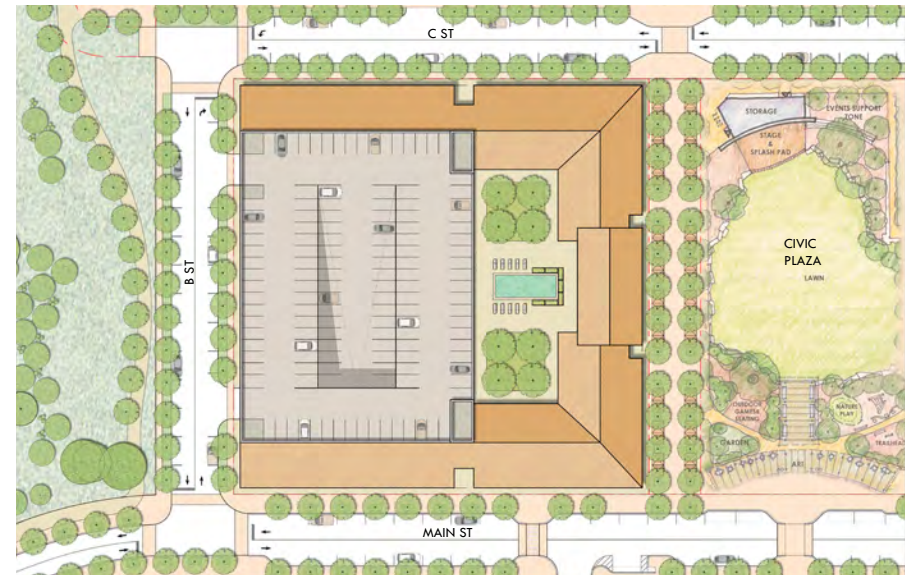
Each of these options complies with the development regulations set forth in Exhibit D of the PUD and with the design standards described in Chapter 3.

OPTION 2:



The City would like to attract an early-term use that can help to activate the Civic Plaza and reinforce Downtown East as an attractive destination.

OPTION 3:



Parcels 6 & 7: The two parcels along the northern edge of the Pfluger Tract are well suited for multi-family residential and mixed-use development, securing Downtown East as an attractive place to live with neighborhood amenities that are immediately adjacent. In the near term, Parcel 6 will be set aside for interim surface parking to serve the needs of the Recreation Center and the Civic Plaza. As such, its full development will need to await the completion of one or two of the district parking garages described above. Parcel 7, however, could be marketed for residential development at any point. Key criteria for Parcels 6 and 7 include:

- Compatibility in scale and activity with the single-family neighborhoods to the north, with a step-back in height, as described in Chapter 3.6 and a vegetated buffer yard as described in Chapter 6.3;
- On-site parking, screened or encapsulated from predominant public view;
- Densities of at least 40 du/ac to maximize the resident population of Downtown East;
- Inclusion of a limited amount of ground level commercial use oriented to the Civic Plaza;
- Potential for an office component along the FM 685 frontage.
- High quality on-site resident-serving amenities;

Three development scenarios are illustrated for Parcels 6 and 7 (Figure 10):

Option 1: Garden Urban Apartments: Market studies for the property indicate that structured parking within multi-family residential development is not financially feasible at this point in time. If there is demand for an early-term residential project, it is possible to achieve an urban building prototype with surface parking that could meet the requirements of the Regulating Plan and the design standards. With this prototype, nicknamed Garden Urban or “Gurban”, the surface parking is encapsulated within the parcel, surrounded by two to three levels of apartments (see Figure 10). This could result in 140 units on Parcel 6 and an additional 134 units on Parcel 7, with some ground-level amenities and commercial space oriented to the Civic Plaza.

Option 2: Urban Residential Apartments: As structured parking becomes viable, Parcels 6 and 7 would be highly suitable for a higher-density, three to five-level multi-family apartment complex with encapsulated parking garages on each of the blocks. In this scenario, development of both blocks could yield a total of up to 665 units to achieve a density approaching 100 du/ac with 5,000 square feet of ground-level commercial use or resident-serving amenities.

Option 3: Mixed-Use Residential and Office: A variation of Option 2 could introduce a three-story office building on Parcel 6 oriented to FM 685. This office building of approximately 100,000 square feet would share a garage with the multi-family apartment on the western half of the parcel, yielding 200 residential units on that half of the block or an overall total of 515 units on Parcels 6 and 7. The parking garage for this mixed-use development could also be shared during off-peak periods (i.e., evenings and weekends) with the Recreation Center immediately to the south.

Regardless of which scenario may ultimately occur on these parcels, the standards set forth in the subsequent chapters of this exhibit shall prevail.

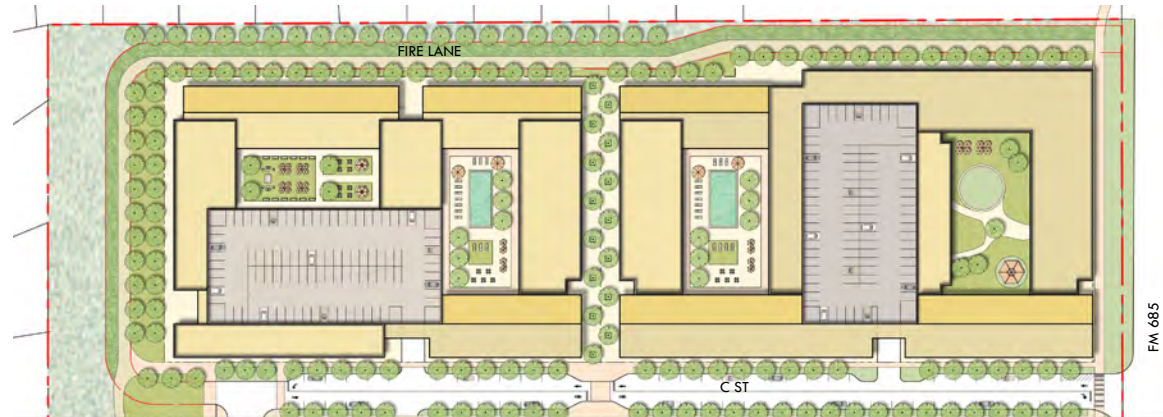


Parcels 6 and 7 are well-suited for multifamily residential and mixed-use development.

OPTION 1:



OPTION 2:



OPTION 3:

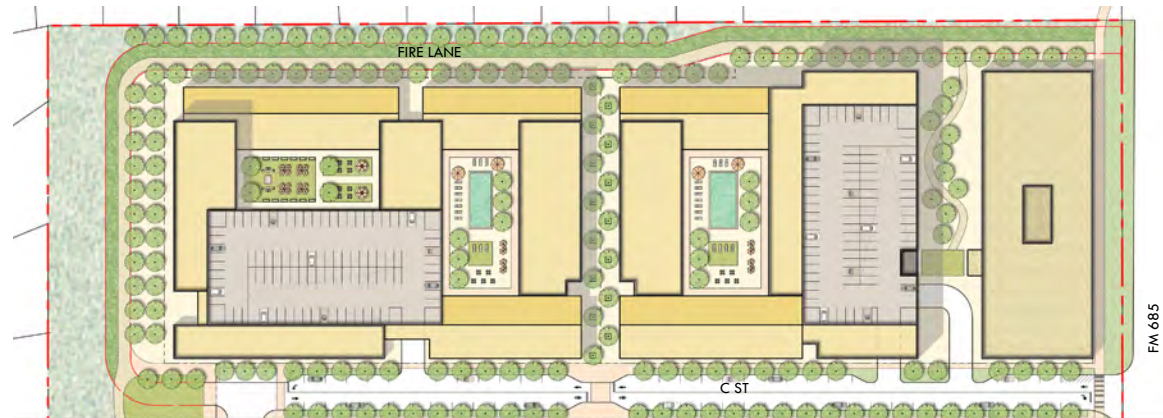


Figure 10: Parcels 6 & 7 - Development Options

Illustrative Phasing Plan

Figure 11 shows how the Illustrative Plan could be phased over a 15-year time frame. This is just one example of how the project could evolve, utilizing some of the parcel concepts described above. Market conditions or developer preferences may result in different scenarios. However, phasing will need to ensure that adequate parking is provided for City Hall, the Recreation Center and retail at each stage of development.



Phase 1 depicts the City Hall, Recreation Center and the retail and restaurant space within those two facilities. 483 parking spaces are shown in three surface parking lots on Parcels 1, 3 and 6 and an additional 50 parallel spaces are provided along the streets;



Phase 1A introduces an early-term commercial and entertainment facility of 30,000 square feet on Parcel 5, along with 130 surface parking spaces to support it.

Figure 11: Illustrative Phasing Concept



Phase 2A shows new private development coming online including 134 units of multifamily “garden urban” residential on Parcel 7 and illustrates the Districts’ transition to structured parking as follows:

- The phased redevelopment of the surface parking lot on Parcel 1 begins with a five-level freestanding parking garage of 380 spaces on the southern edge of the site, preserving surface parking along Main Street during its construction (left diagram). Then, the remaining surface parking on Parcel 1 could be redeveloped into a commercial building containing 5,000 sf of ground-level retail/restaurant space and up to 60,000 square feet of mixed-use commercial (e.g., office, hotel)
- Prior to redevelopment of Parcels 3 and 6, the surface parking lot on Parcel 5 would redevelop as a 580-car District Garage.

Phase 2B could see the completion of the development, with 200 residential units and a 100,000 square foot office building on Parcel 6, and 30,000 square feet of additional commercial-recreational uses on Parcel 3.

PFLUGERVILLE DOWNTOWN EAST
 POTENTIAL BUILD-OUT DEVELOPMENT PROGRAMS
 May 20, 2024

OPTION ONE		USES TO BE DISTRICT PARKED									USES TO BE PARKED ON-SITE					PARKING PROVIDED	
Parcel	acres	CITY HALL gsf	REC CTR gsf	RETAIL/F+B gsf	HOTEL keys	OFFICE gsf	CINEMA seats	MULTI-FAM du	DISTRICT PARKING spaces	MULTI-FAMILY du	RETAIL/F+B gsf	HOTEL keys	OFFICE gsf	ON-SITE PARKING spaces	spaces	description	
1	1.55	0	0	6,000	130	0	0	0	80	0	0	0	0	0	160	2-level podium or other	
2	1.56	89,750	0	1,250	0	14,000	0	0	Incl in Parcel 4	0	0	0	0	0	0	0	
3	0.47	0	0	10,000	0	0	0	0	97	0	0	0	0	0	0	0	
4	3.61	0	128,210	10,500	0	0	0	0	617	0	0	0	0	0	0	0	
5	2.35	0	0	30,000	0	0	0	0	195	0	0	0	0	0	800	6-level garage	
6	3.64	0	0	0	0	0	0	0	0	140	0	0	0	172	172	surface "gurban"	
7	3.1	0	0	0	0	0	0	0	0	134	0	0	0	164	164	surface "gurban"	
TOTAL	16.28	89,750	128,210	57,750	130	14,000	0	0	989	274	0	0	0	336	1,296		

OPTION TWO		USES TO BE DISTRICT PARKED									USES TO BE PARKED ON-SITE					PARKING PROVIDED	
Parcel	acres	CITY HALL gsf	REC CTR gsf	RETAIL/F+B gsf	HOTEL keys	OFFICE gsf	CINEMA seats	MULTI-FAM du	DISTRICT PARKING spaces	MULTI-FAMILY du	RETAIL/F+B gsf	HOTEL keys	OFFICE gsf	ON-SITE PARKING spaces	spaces	description	
1	1.55	0	0	5,000	0	60,000	0	0	206	0	0	0	0	0	380	5-level garage	
2	1.56	89,750	0	1,250	0	14,000	0	0	Incl in Parcel 4	0	0	0	0	0	0	0	
3	0.47	0	0	5,000	0	20,000	0	0	110	0	0	0	0	0	0	0	
4	3.61	0	128,210	10,500	0	0	0	0	641	0	0	0	0	0	0	0	
5	2.35	0	0	20,000	0	0	600	0	121	0	0	0	0	0	800	6-level garage	
6	3.64	0	0	0	0	0	0	0	0	350	0	0	0	425	528	6-level garage	
7	3.1	0	0	0	0	0	0	0	0	315	0	0	0	382	164	surpace "gurban"	
TOTAL	16.28	89,750	128,210	41,750	0	94,000	600	0	1,078	665	0	0	0	807	1,872		

OPTION THREE		USES TO BE DISTRICT PARKED									USES TO BE PARKED ON-SITE					PARKING PROVIDED	
Parcel	acres	CITY HALL gsf	REC CTR gsf	RETAIL/F+B gsf	HOTEL keys	OFFICE gsf	CINEMA seats	MULTI-FAM du	DISTRICT PARKING spaces	MULTI-FAMILY du	RETAIL/F+B gsf	HOTEL keys	OFFICE gsf	ON-SITE PARKING spaces	spaces	description	
1	1.55	0	0	15,000	0	0	0	0	59	0	0	0	0	0	560	5-level garage	
2	1.56	89,750	0	1,250	0	14,000	0	0	Incl in Parcel 4	0	0	0	0	0	0	0	
3	0.47	0	0	5,000	120	0	0	0	67	0	0	0	0	0	0	0	
4	3.61	0	128,210	10,500	0	0	0	0	630	0	0	0	0	0	0	0	
5	2.35	0	0	20,000	0	0	0	220	346	0	0	0	0	0	610	6-level garage	
6	3.64	0	0	0	0	0	0	0	0	200	0	0	100,000	528	528	6-level garage	
7	3.1	0	0	0	0	0	0	0	0	315	0	0	0	382	470	6-level garage	
TOTAL	16.28	89,750	128,210	51,750	120	14,000	0	220	1,102	515	0	0	100,000	910	2,168		

ILLUSTRATIVE PLAN

ILLUSTRATIVE PLAN		USES TO BE DISTRICT PARKED									USES TO BE PARKED ON-SITE					PARKING PROVIDED	
Parcel	acres	CITY HALL gsf	REC CTR gsf	RETAIL/F+B gsf	HOTEL keys	OFFICE gsf	CINEMA gsf	MULTI-FAM du	DISTRICT PARKING spaces	MULTI-FAM du	RETAIL/F+B gsf	HOTEL keys	OFFICE gsf	ON-SITE PARKING spaces	spaces	description	
1	1.55	0	0	6,000	130	0	0	0	80	0	0	0	0	0	160	2-level podium or other	
2	1.56	89,750	0	1,250	0	14,000	0	0	Incl in Parcel 4	0	0	0	0	0	0	0	
3	0.47	0	0	10,000	0	0	0	0	97	0	0	0	0	0	0	0	
4	3.61	0	128,210	10,500	0	0	0	0	617	0	0	0	0	0	0	0	
5	2.35	0	0	30,000	0	0	0	0	195	0	0	0	0	0	800	6-level garage	
6	3.64	0	0	0	0	0	0	0	6	200	0	0	100,000	522	528	6-level garage	
7	3.1	0	0	0	0	0	0	0	3	134	0	0	0	160	164	surface "gurban"	
TOTAL	16.28	89,750	128,210	57,750	130	14,000	0	0	998	334	0	0	100,000	682	1,652		

Source: Walker Consultants

Table 2: Development Program Options and Parking Demand

3

Building Form and Development Standards

Development standards in this chapter deal with the basic form and placement of buildings including: the location of certain uses, building height and setbacks, setbacks and build-to lines, the relationship of ground level uses to street and plaza frontages and the location and treatment of parking facilities. These standards apply to buildings within the development parcels designated as PUD-DTE and those in the Civic Plaza designated as PUD-PF.

3.1 LOCATION OF USES

Although a diverse mix of uses - within the list of prescribed uses described in Exhibit C of this PUD - is encouraged throughout the District, there are some limitations on the location of certain uses, as described below.

1. Residential development is not permitted in the Civic Plaza or on the following three parcels:
 - Parcel 2, the location for the Pflugerville City Hall;
 - Parcel 3, because of its limited size and inability to accommodate on-site parking; and
 - Parcel 4, the location for the planned Recreation Center.
2. Residential development is an auxiliary use on Parcels 1 and 5 to the primary use which includes commercial, retail and restaurant and District Parking.
3. Along frontages designated as “Pedestrian-Priority” the following ground level street front uses are not permitted within 30 feet of the property line of those frontages:
 - residential dwelling units
 - general office
 - automotive parking lot/garage
4. If “Pedestrian-Priority” frontages are designed to be “retail-ready” as described in Section 4.6, residential and office uses may be permitted, subject to Planning Director approval.



Above is an example of a mixed use building with ground-level commercial uses, that could be developed on Parcels 1, 3, 5, 6 and 7.

3.2 BUILDING HEIGHT & MASSING

The following standards are related to the minimum and maximum height of buildings within the Downtown East District:

1. **Properties designated as PUD-DTE** shall not exceed 65 feet in height or five floors, with the following exceptions:
 - a. Development on Parcels 6 and 7 within 100 feet of a property with a single-family zoning district designation shall not exceed three floors or 40 feet in height (see Figures 13A and 13B).
 - b. Development on Parcels 1 and 6 within 170 feet of the FM 685 frontage shall not exceed a height of seven floors or 85 feet.
 - c. A parking structure on Parcel 1 may not exceed five levels or 45 feet in height.
 - d. A parking structure on Parcel 6 may not exceed seven levels or 65 feet in height.
 - e. Development on Parcel 2 may be developed within a maximum height of 80 feet.
2. **The Minimum Height of Development** on properties designated as PUD-DTE shall be two floors or 30 feet in height. An exception to this minimum height may be approved by the Planning Director if the development supports the goal of activating the pedestrian environment. No such exception shall be granted for residential or office developments.
3. **The Ground-Floor Height of Non-Residential Spaces** along a “Pedestrian- Priority” frontage within the PUD-DTE district shall have a minimum floor-to-floor height of 16 feet. The finished elevation of usable ground-floor space shall be generally flush with the sidewalk and no more than 12 inches above it. The Planning Director may approve an exception to these requirements if it is deemed that site conditions preclude compliance, and that every effort has been made to maximize the relationship and flow between indoor and outdoor activities (see Figure 14).
4. **Residential ground-floor units** shall be elevated by at least 18 inches above the level of the sidewalk, but by no more than 60 inches (see Figure 14).
5. **Buildings within the Civic Plaza (PUD-PF)** shall not exceed 25 feet or one-story in height.



Legend

- PUD Boundary
- Max. height 40 ft (or 3 floors)
- Max. height 65 ft (or 5 floors) *See exception 1.e
- Max. height 85 ft (or 7 floors)

Figure 12: Height Diagram

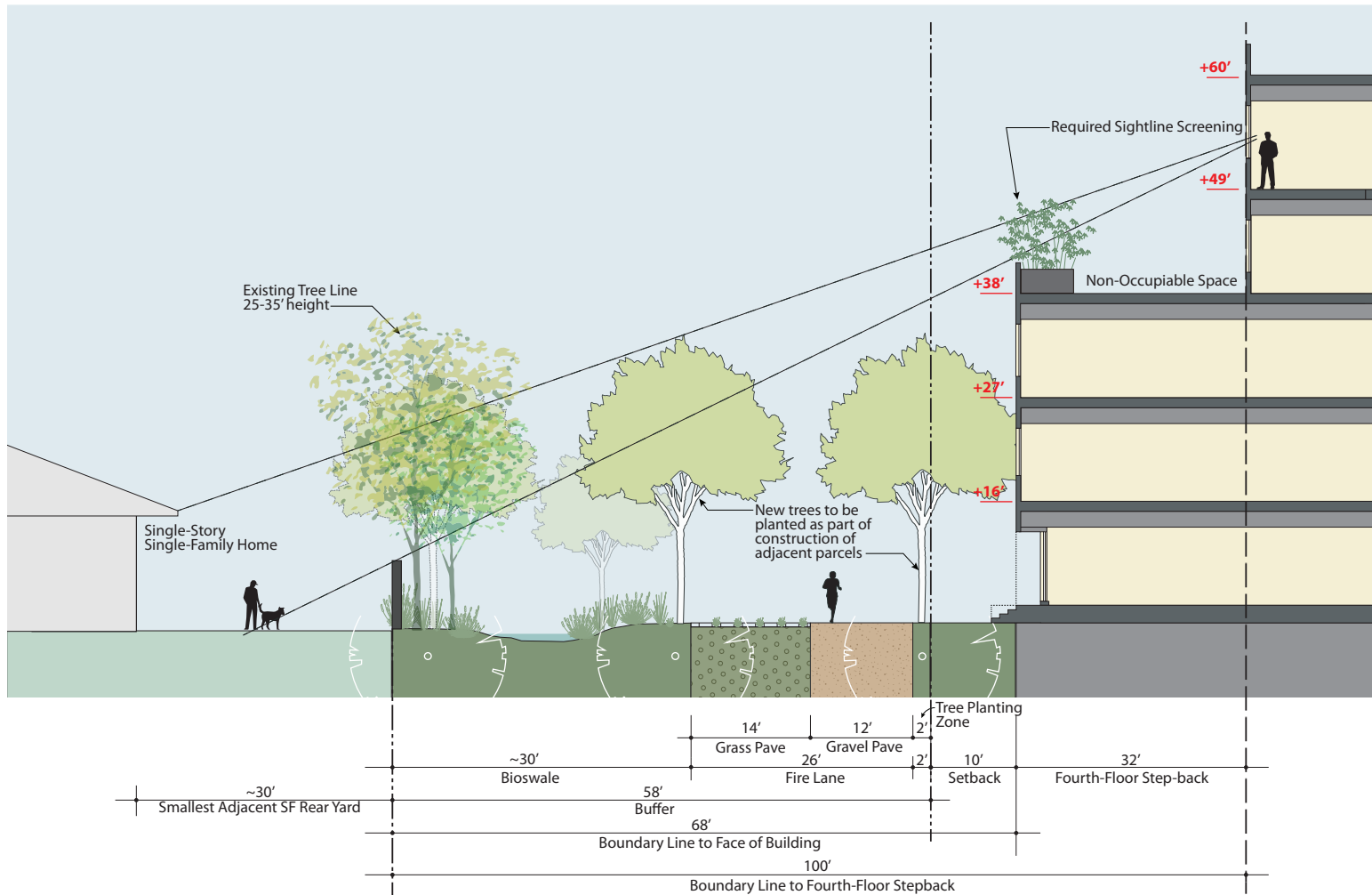


Figure 13A: Height/Step-back in Relation to Single-Family Homes along Cedar Ridge Drive

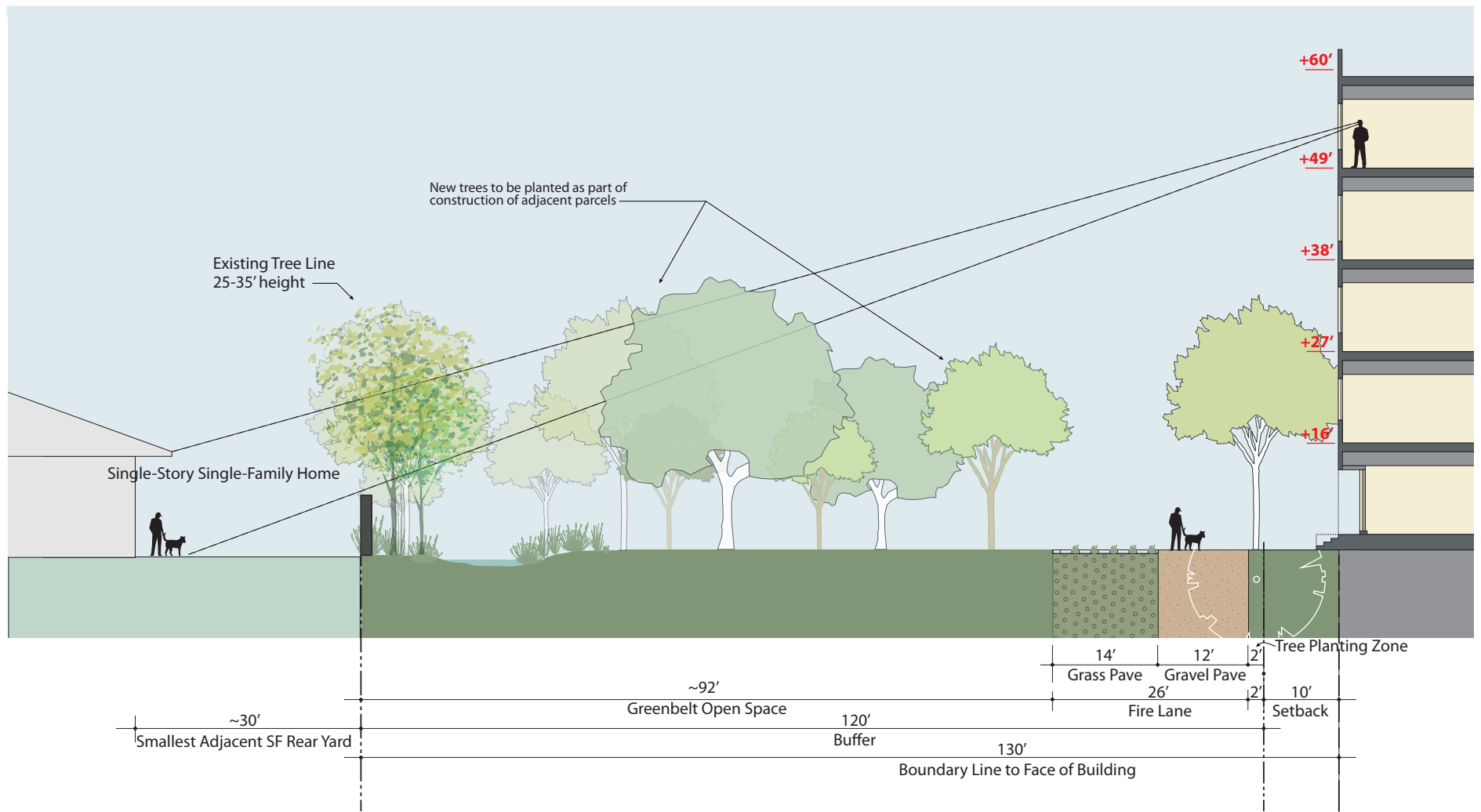
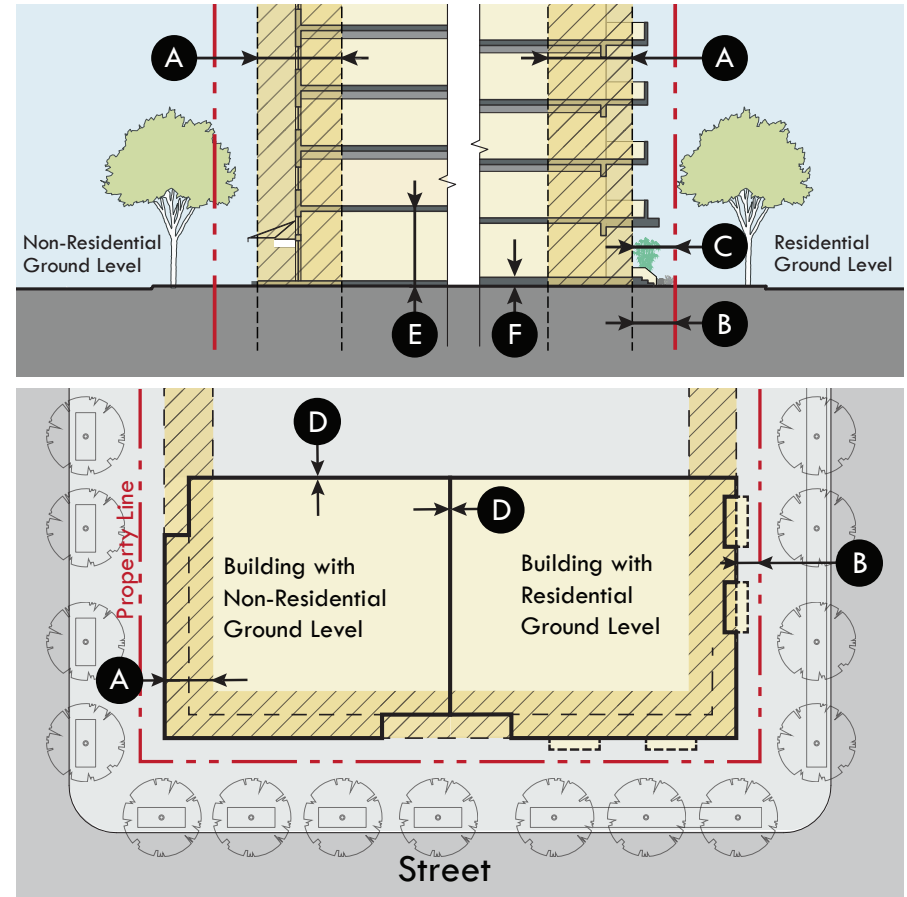


Figure 13B: Height/Step-back in Relation to Single-Family Homes along Meadow Creek Drive

3.3 BUILDING PLACEMENT

This standard describes the relationship of new buildings to the public realm of Downtown East with the goal of ensuring that buildings help to activate and define the streets, plaza and other public spaces of the district, making them comfortable, safe and interesting places for pedestrians to move through and enjoy. More specifically:

- 1. Build-to Zone:** All development on designated “Pedestrian-Priority” and “Pedestrian-Friendly” frontages shall be built to between five (5) and fifteen (15) feet of the right-of-way line along the street front of the parcel. Along these frontages, the Planning Director may extend the build-to line to accommodate cafe seating or plaza extensions. On frontages designated as “Neighborhood Buffer/Greenbelt” or “General”, no build-to line is imposed.
- 2. Buildings with ground level residential uses** must be set back from the street front right-of-way line by a minimum of five (5) feet. Covered porches and entry stoops are permitted to encroach within the setback area by up to three (3) feet, provided that at least 50% of the setback area includes landscaping.
- 3. Buildings on the northern edge of Parcels 6 and 7** shall be set back by at least 10 feet from the greenbelt and bufferyard adjacent to the single-family homes.
- 4. Buildings within the Civic Plaza** shall comply with the setback requirements of the PUD set forth in Exhibit D Development Regulations.



- A** Build-to Zone (BTZ) = 5 feet to 15 feet maximum from the streetfront property line of all street frontages designated as “Pedestrian Priority” or “Pedestrian Friendly”.
- B** Ground Level Residential Setback Area = 5 feet from streetfront property line.
- C** Covered stoops and porches may project into the setback area up to 3 feet, provided that 50% of the setback area is landscaped.
- D** Rear / Side yards are 0 feet.
- E** Non-Residential Ground Floor-to-Floor Height = Minimum 16 feet
- F** Residential Unit Finished Floor Elevation = Minimum 18 inches/ Maximum 60 inches above the sidewalk.

Figure 14: Building Placement

3.4 PEDESTRIAN-PRIORITY FRONTAGE REQUIREMENTS

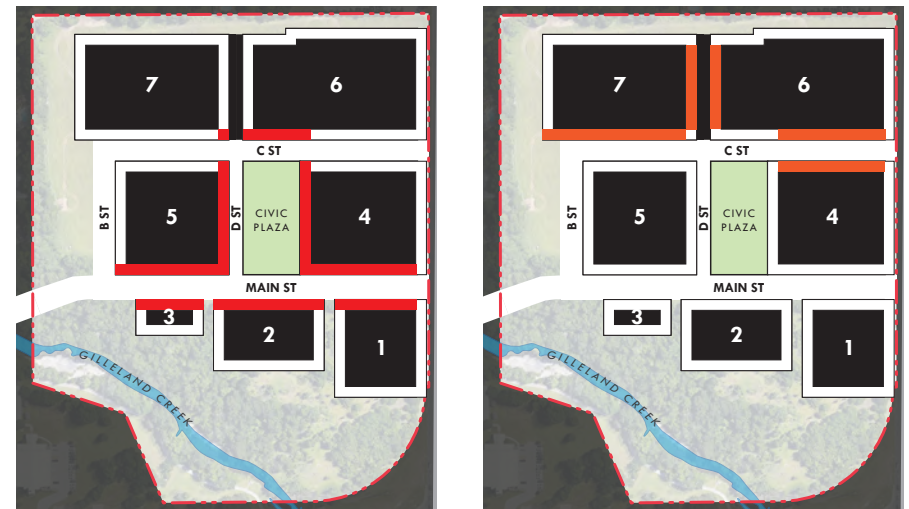
Along Pedestrian-Priority street frontages, the following requirements pertain to the placement of new construction:

1. At least 80% of building fronts shall be constructed within the Build-to Zone along the street.
2. Ground floors shall be built to Commercial/“Retail-Ready” standards as described in Chapter Four.
3. Live-work units, where the work space is on the ground floor and the living space is above, are permitted on these frontages.
4. Building entries shall be constructed at frequent intervals (no greater than 50 feet) along the frontage to maximize activity along the street and open space frontages.
5. Shading with projecting awnings or canopies shall be provided along at least 50% of new building frontages.

3.5 PEDESTRIAN-FRIENDLY FRONTAGE REQUIREMENTS

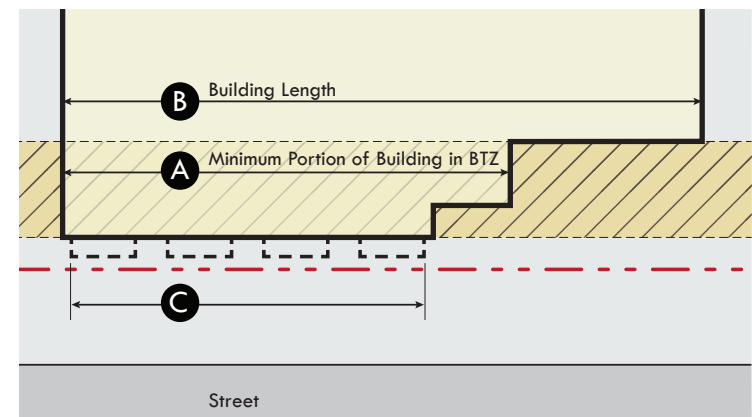
Along street frontages designated as Pedestrian-Friendly, the following requirements shall be followed:

1. At least 70% of the building fronts shall be constructed within the Build-to Zone along the street.
2. Ground floors shall be built to “Retail-Ready” standards, as described in Chapter Four, or with ground-level residential, live-work or hotel units.
3. Ground-floor residential units shall have their primary entries from stoops or porches, with direct access from the sidewalk and must comply with the standard for ground-level residential space in Chapter Four.



Pedestrian-Priority Frontages

Pedestrian-Friendly Frontages



LEGEND

- Building Area
- Build-to Zone (BTZ)
- A** / **B** Min. 80% - “Pedestrian-Priority” Street Frontage
Min. 70% - “Pedestrian-Friendly” Street Frontage
- C** Projecting awnings or canopies shall be provided along at least 50% of “Pedestrian-Priority” Street Frontage

Figure 15: Building Frontage Requirements

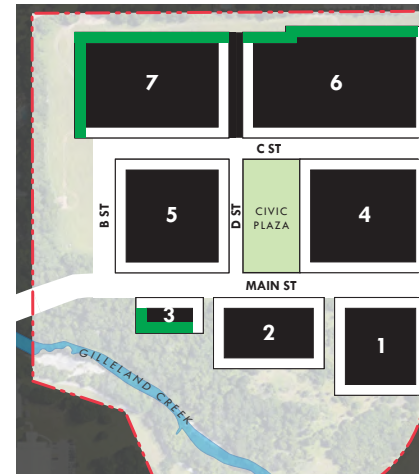
3.6 NEIGHBORHOOD BUFFER / GREENBELT FRONTAGE REQUIREMENTS

Along frontages designated as Neighborhood Buffer/Greenbelt, the Planning Director shall determine that every reasonable effort has been made to maximize the relationship between indoor and outdoor activities, and that the treatment of these frontages presents a positive edge to the adjacent context.

1. Buildings along the Gilleland Creek Greenbelt shall provide ground-level uses with outdoor terraces or open spaces that have an outlook and access to the open space and Creek.
2. Buildings with frontages along the Neighborhood Buffer Areas shall provide ground-level uses that provide visual overlook and/or access to enhance the safety and activity of these greenway spaces.
3. Balconies or upper level outdoor common areas that provide overlook to single-family properties are not permitted on Parcels 6 or 7. Multi-family buildings on these parcels shall be designed with vegetative (e.g., roof planting, trellises) or architectural screening (e.g., walls) that block direct sight lines between apartment units and the back yards of single-family dwellings (see Figure 13A). Additional ground level vegetative screening shall be provided within the open spaces as described in Chapter 6.3.

3.7 GENERAL FRONTAGE REQUIREMENTS

Along street frontages designated as “General”, it is recognized that service and parking uses may be required, but to the extent possible efforts should be made to create continuous street walls with ground-level uses that activate the pedestrian realm and spatially define the public right-of-way. Where active uses are not feasible, efforts should be made to introduce architectural interest with fenestration, public art, murals, specialty lighting, and landscaping.



Neighborhood Buffer/Greenbelt Frontages



General Frontages

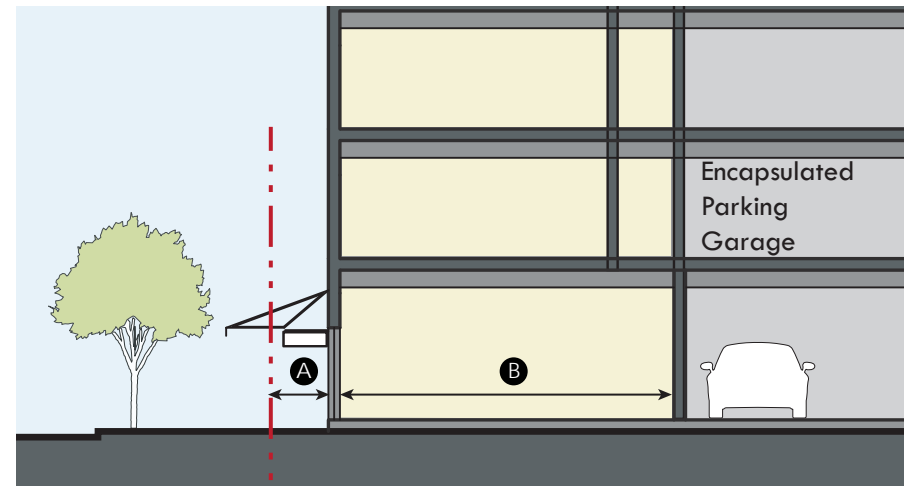


Ground-level uses with raised porches and terraces enhance the safety and activity of the adjacent greenspace. Balconies must be designed to prevent any visual overlook to adjacent single-family homes

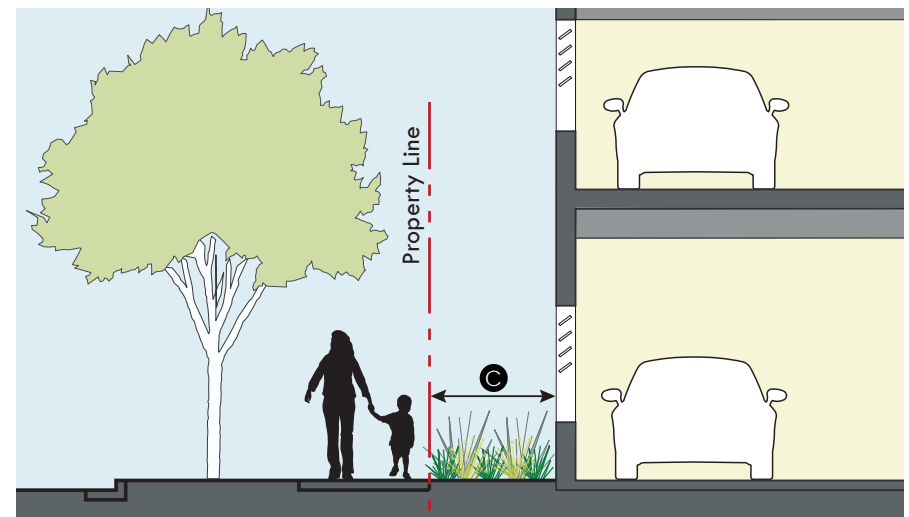
3.8 PARKING GARAGES

District parking garages and parking within mixed-use, multi-family and commercial buildings shall be located and treated as follows:

1. Parking garages shall be predominantly encapsulated within, behind or below buildings in a manner that conceals the facilities from public view and that do not interrupt the continuity of the pedestrian environment. All above-grade parking structures must be designed to be consistent with and/or complementary to the architectural treatment of the principal building on the parcel.
2. Along frontages designated as Pedestrian-Priority and Pedestrian-Friendly, the ground level of parking garages shall be set back at least 35 feet from the right-of-way line along the street and encapsulated within the principal building, to allow for ground-level uses (e.g., retail or “retail-ready” uses along Pedestrian Priority frontages and residential or hotel units along Pedestrian Friendly frontages). The parking facility shall not be visible from these ground-level street or open space frontages (Figure 16).
3. While exposed or stand-alone parking garages are discouraged throughout Downtown East, the Planning Director may permit them if:
 - a. The garage provides public and shared parking for the District;
 - b. The ground level portion of the garage is not exposed to a Pedestrian-Priority or Pedestrian-Friendly frontage.
 - c. Any exposed portion of a garage, visible from a public street or open space is architecturally-treated with high-quality materials and elements.
 - d. Any exposed portion of a garage that is permitted on the ground level must include a landscaped buffer of at least five feet in width, if adjacent to a public sidewalk or trail. (Figure 16)
4. Garage requirements for multifamily development as described in Subchapter 9 of the UDC are not applicable. Surface parking for multifamily is permitted, provided that such parking is encapsulated within the parcel and screened from predominant view.



Garages on “Pedestrian-Priority” or “Pedestrian-Friendly” frontage



Garages on General frontage

- Ⓐ Minimum 5-foot setback on “Pedestrian-Priority/ Pedestrian-Friendly” Street frontage.
- Ⓑ Minimum Depth of Retail Space = 30 feet.
- Ⓒ Minimum 5-foot landscape setback on General Frontages.

Figure 16: Parking Garages

3.9 SURFACE PARKING LOTS

Surface parking lots shall be permitted within Downtown East, subject to the following:

1. Surface lots with more than 50 spaces shall be designed as interim facilities to allow for more intensive, mixed-use development in the future.
2. Subject to the approval of the Planning and Development Services Director interim parking lots may be designed with alternate materials that provide environmental benefits and increased permeability. This may include the use of permeable pavers, comprised of a combination of interlocking grids laid over a prepared subsurface, such as gravel or crushed limestone. Such parking lots shall be required to be graded

and drained to dispose of surface water accumulated within the area. Drainage may be directed via under-drains to storm sewers and/or to bioswales. Individual parking spaces should be delineated with wheel stops. Where daily use of the parking lot is expected, or where vehicle loads require, drive aisles shall be constructed with asphalt or concrete. Figure 17 illustrates one possible design approach for an interim parking lot.

3. Surface parking facilities located along a Pedestrian Priority or Pedestrian-Friendly Street shall include a 10-foot landscaped zone with low planting that provides visual screening and shade trees at intervals of no more than 30 feet.

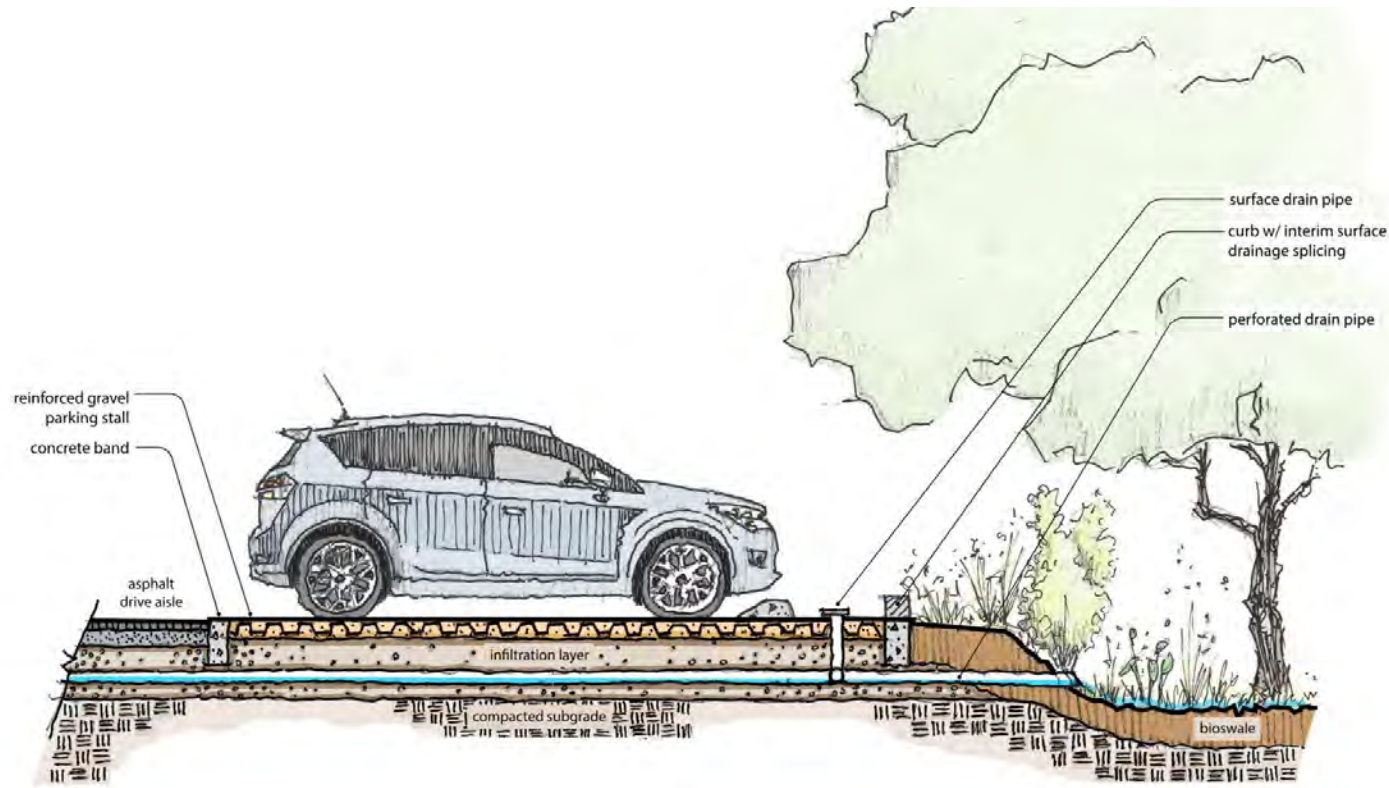


Figure 17: Interim Parking Lot Design Concept

4. Landscaping of Interim Parking Lots shall include irrigated above-ground planters with shade trees installed to reduce the urban heat island effect. In-ground planting and irrigation of shade trees within these lots is encouraged, with the intent of transplantation when development of the sites take place. At least one such tree for eight (8) parking spaces shall be provided. Paving of interim parking lots should consider use of permeable surfaces, such as gravel over a geo-grid.
5. Surface parking lots will not be permitted on Parcels 2 or 4. Surface parking is permitted on Parcel 7 only if the parking is completely encapsulated within the block, screened from public view by perimeter development (e.g., “garden-urban” multifamily residential).



An example of a surface parking lot with pervious pavement system (Odette Winery - Napa, CA).

3.10 SERVICE AND LOADING

All service areas (e.g., loading docks, garbage and recycling rooms, mechanical areas, storage, utility, meter rooms, etc.) must be architecturally-integrated within the body of the building or architecturally-screened from all public areas and located to the maximum extent practicable on frontages other than those designated as Pedestrian-Priority. Curbside, on-street loading areas up to 50 feet in length will be permitted along all street frontages except for FM 685.

Trash and recycling pick-up must be from internal rooms or enclosures, as dumpsters and bins will not be permitted to be stored or staged along any of the designated frontages or public rights-of-way. Trash haulers shall be required to retrieve and return such containers from and to internal trash rooms or enclosures.

3.11 SITE LANDSCAPING

Landscape plantings in the form of native grasses, shrubs, or perennials shall be provided with each building at time of site development and at a quantity which enhances the proposed development. Plantings may be provided along building foundations and between sidewalks and building edges in landscape beds with a variety of ground cover material to enhance the character of the building, establish a sense of place, reduce water use and enhance the micro climate. A variety of textures, height, color, smells, are encouraged to enrich the site. Trees installed as street trees with the development of each lot shall satisfy the required tree installation per lot, with the exception of any screening otherwise required herein.

4

Building Design Standards

Design standards in this chapter describe the character and treatment of buildings and parking facilities within Downtown East, including requirements for facade design, corner and terminus elements, primary and accent building materials, roof treatments, parking garages and lots, and ground-level commercial and residential frontages.

4.1 BUILDING DESIGN PRINCIPLES

Pflugerville's Comprehensive Plan envisions a community with a "small-town feel", distinct from its neighboring cities. As such, Downtown East will be designed with low and mid-rise buildings that engage the public realm in a way that promotes a strong civic identity, community interaction and a friendly pedestrian environment. Buildings within Downtown East shall be designed:



- To engage pedestrians at the sidewalk level with interesting storefronts, outdoor cafes and/or residential stoops;



- To include facades with variation and interest that avoid monolithic and undifferentiated architectural volumes;



- To conceal parking and service areas from prominent public view; and



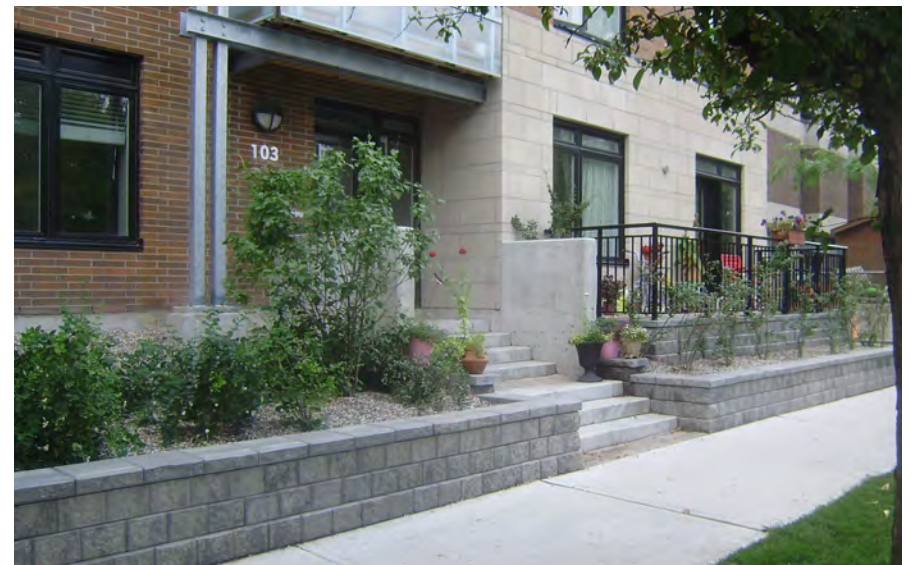
- To extend the historic fabric and scale of Downtown eastward across Railroad Avenue.

In keeping with this direction, the following design principles shall be incorporated into all buildings within Downtown East:

- Buildings shall be located and designed to define and enliven the District's network of streets and open spaces.
- Buildings shall introduce special elements at key corners and at visual termini to promote an interesting and legible townscape.
- The ground level of buildings shall promote an attractive, safe and interesting pedestrian environment; all building entries shall be oriented to the public sidewalk.
- Building massing shall be shaped and varied with multiple volumes that promote a small-town scale.
- Buildings shall be designed with care and craftsmanship, utilizing materials and treatments that achieve high levels of durability, energy and resource efficiency.
- Building elements that modulate harsh climatic conditions are particularly encouraged, such as canopies, awnings, shading and screening devices that create comfortable outdoor environments and that reduce building heat gain.
- Buildings shall employ traditional forms, materials and treatments that are vernacular to Central Texas communities, such as generous roof overhangs or canopies, punched window openings, stone and masonry, etc.
- Parking facilities shall be designed to avoid any obstruction of the pedestrian environment and to be largely hidden from view.



Building elements that activate the pedestrian environment and provide shade are encouraged.



All building entries shall be oriented to the street.

4.2 BUILDING FORM AND FACADE VARIATION

The intent of the following standards is to promote well-scaled and articulated buildings that contribute to the scale, interest and vitality of Downtown East. Buildings with large expanses of undifferentiated treatment or those lacking in volumetric variation are not permitted.

1. At intervals no greater than 150 feet in length along a street or open space frontage, buildings shall introduce a significant change in plane of at least five (5) feet in depth and ten (10) feet in width; this change should be used to create clear indentations in the building mass, resulting in distinctly different building volumes that help to achieve the desired town scale.
2. Variation in the parapet height, roof treatment, building material, window arrangement and/or other architectural treatments should also be introduced to accentuate these distinct volumes of the building.
3. Architectural elements including projecting bay windows, balconies (in a non-repetitive pattern) loggia, canopies, pediments, moldings, etc. should be used to further break up the mass of the building.

4. Walls more than 40 feet in length and with more than 1,000 square feet of surface area without fenestration are not permitted.
5. Buildings should provide four-sided and volumetric architecture, with materials that wrap around corners to reinforce the three-dimensionality of the structure; material changes should always occur with a change in plane, and never on outside corners.
6. The architecture should provide delineation between the building's base, its upper levels and the roof silhouette.
7. The facade should introduce a varied and non-repetitive composition of window-openings. Window openings should be recessed within the wall by at least 1.5 inches to emphasize the materiality and solidity of the building. Curtain walls should be limited in use and utilized only where they contribute positively to the architectural integrity of the building and adjacent open space.



Large projects should be designed to create multiple building volumes with no building volume greater than 150 feet in length.



An exposed garage treated with high quality materials and treatments



A distinct corner element



Elevated ground-level residential dwelling units with street-oriented stoops

4.3 PARKING GARAGE TREATMENTS

Along frontages where they are permitted to be exposed or visible, parking garage facades should be designed with high-quality materials and treatments that complement the primary building. The treatment should provide similar levels of articulation, avoid views to parked vehicles and shield interior lighting from the predominant public view. Rooftop lighting should also be designed so as not to be visible from any public street or open space within the District. To the maximum extent practicable, sloped floors and ramps should not be visible from a street or open space frontage.

4.4 CORNER AND TERMINUS ELEMENTS

Buildings that occupy significant corners or that terminate key views along streets should introduce special architectural elements (e.g., towers, cupolas, gables, dormers, balconies, etc.) to reinforce the legibility of the District and to promote a varied and interesting streetscape.

4.5 GROUND LEVEL RESIDENTIAL

Ground-level residential dwelling units along a street shall be elevated at least 18 inches but no more than 60 inches from the elevation of the sidewalk to provide privacy and separation. Residential unit entries, porches and stoops should be located along street and open space frontages to the maximum extent practicable. These street-oriented entries are secondary to internal entries within the buildings that meet applicable accessibility requirements. Stoops and porches should be designed to complement the streetscape with integrated planters, high quality railings and generous overhangs.

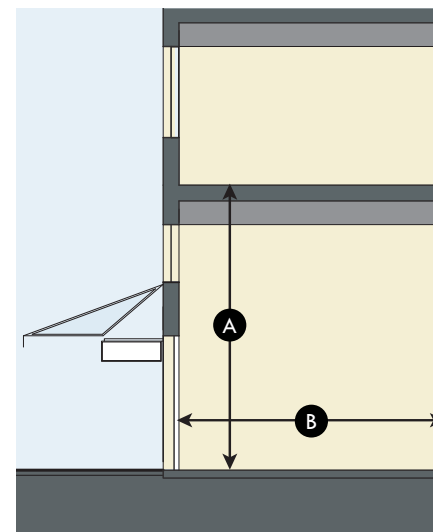
4.6 GROUND-LEVEL COMMERCIAL AND “RETAIL-READY” TREATMENT

Where required as per the standards of Chapter Three, ground-level commercial space should be designed in a manner suitable for retail uses with the following characteristics:

1. A floor-to-floor height of no less than 16 feet;
2. A usable floor area with a depth no less than 30 feet;
3. Primary entrances oriented to the street or open space at intervals no greater than 50 feet; and
4. High-quality storefront glazing systems (e.g., painted, front-loaded aluminum or steel, flush-glazed or butt-glazed systems) with a Visual Transmittance Rating (VTR) of 0.6 or higher, and a minimum storefront to building wall ratio of 75%, as measured along the street front of the ground-level facade between two and eight feet above the sidewalk;
5. High-quality, first-story accent materials such as stone, precast concrete, decorative terra cotta, brick, masonry, painted ornamental steel, stainless steel, chrome or bronze; and
6. Projecting awnings and/or canopies that provide weather protection.



A “retail-ready” ground-level tenant space



- A** 16 feet minimum floor-to-floor
- B** 30 feet minimum depth of usable space
- C** Minimum 75% storefront glazing to building wall ratio between 2 feet to 8 feet above sidewalk
- D** Approved High-quality Building Material (e.g., masonry, stucco, fiber-cement panels, etc.)
- E** Projecting Awning or Canopy
- F** High-quality Accent Material

Figure 18: Ground Level “Retail Ready” Treatment

4.7 BUILDING MATERIALS

The purpose of this section is to encourage high-quality, durable materials with aesthetic appeal which will promote compatible and cohesive design, grounded in the spirit of Central Texas.

A range of approved building materials may be used within the Downtown East district, including Texas limestones, granites or sandstones in light or warm tones, smooth-finished brick, painted brick, smooth-finished stucco, light-colored precast concrete, fiber-cement panels and/or other high-quality materials that the Planning Director deems to be compatible and complementary.

The following materials are not permitted:

- Exterior Insulation and Finish System (EIFS)
- Plastic or vinyl siding
- Plywood
- Wood fiber (oriented strand board)
- Under-fired brick or unfired clay, sand or shale rock
- Highly-reflective or “mirror” glass
- Cement board stucco

Building materials should be deployed to accentuate the three-dimensionality of the building facade. Changes of material should always occur at a distinct change in planes and never along the same plane or on an outside corner.

4.8 ROOF TREATMENT

Buildings may employ flat or sloping roofs, however, sloping roofs are particularly encouraged on buildings of three floors or fewer. Sloping roofs should be designed with generous overhangs, projecting eaves, exposed beams and decorative brackets. Standing seam metal roofs or concrete or clay tile in warm colors are encouraged.

Decorative building parapets or projections that provide distinctive silhouettes should be considered for flat-roofed buildings, with projecting parapets returning at least six feet to create a three-dimensional appearance from ground level view. Flat roofs should incorporate high-albedo reflective coatings. Rooftop mechanical equipment should not be visible from public streets, open spaces, or from neighboring single-family properties. Mechanical penthouses should be architecturally-integrated within the overall composition and vocabulary of the building.

Roofs should be designed to support rainwater capture and collection in tanks or cisterns for non-potable uses including site irrigation. Roofs should also be designed and oriented to allow for solar collection with photovoltaic panels, and buildings should be constructed to be “solar-ready”.



Variation in roof treatment and parapet height can create a distinctive silhouette and interesting townscape.

5

Streetscape Design Standards

Streets represent a significant proportion of the public space of Downtown East and play a critical role in defining its character and sense of place. Main Street will be particularly important, providing a linear streetscape leading from Downtown and the trail network along Gilleland Creek to the Civic Plaza at the heart of the District. The standards in this chapter are intended to give developers, architects and landscape architects standards and material specifications that will help create a consistent, attractive and maintainable streetscape.

5.1 STREETScape DESIGN PRINCIPLES

The following principles outline the overall approach to creating a streetscape design that is functional and safe, and that promotes a sense of community, environmental responsibility and economic vitality:

- Streets within the District shall balance through-movement of automobiles with the safety and convenience of pedestrians.
- Vehicular traffic will move through the District in an orderly manner between FM 685 and Historic Downtown Pflugerville. Traffic-calming measures should be employed to prioritize pedestrian safety (e.g., narrower lanes, bulb-outs and raised crosswalks).
- Streets will reinforce a “park-once” behavior, by providing a safe, comfortable and interesting pedestrian environment that connects multiple destinations.
- Integrating universal design solutions will ensure accessibility for everyone, regardless of age and ability, by considering elements like safe curb-cuts, ramps and accessible sidewalk widths.
- All streets will be lined with trees to provide a shady canopy above the sidewalk.
- Planting of trees shall follow high-quality standards for both nursery stock and available healthy soil to ensure their ongoing health and longevity.
- Sidewalks shall be organized to include a curbside furnishing and street tree zone with an unobstructed promenading zone.



- Opportunities for sidewalk cafés and retail extension areas are encouraged along Main Street, the Civic Plaza and adjacent to commercial building frontages.
- Residential stoops and porches will be provided along ground level residential frontages.
- The streetscape will be constructed to allow for predictable and cost-effective maintenance.
- Local strategies toward climate adaptation shall inform the design of the streetscape to improve its resilience to extreme weather events.

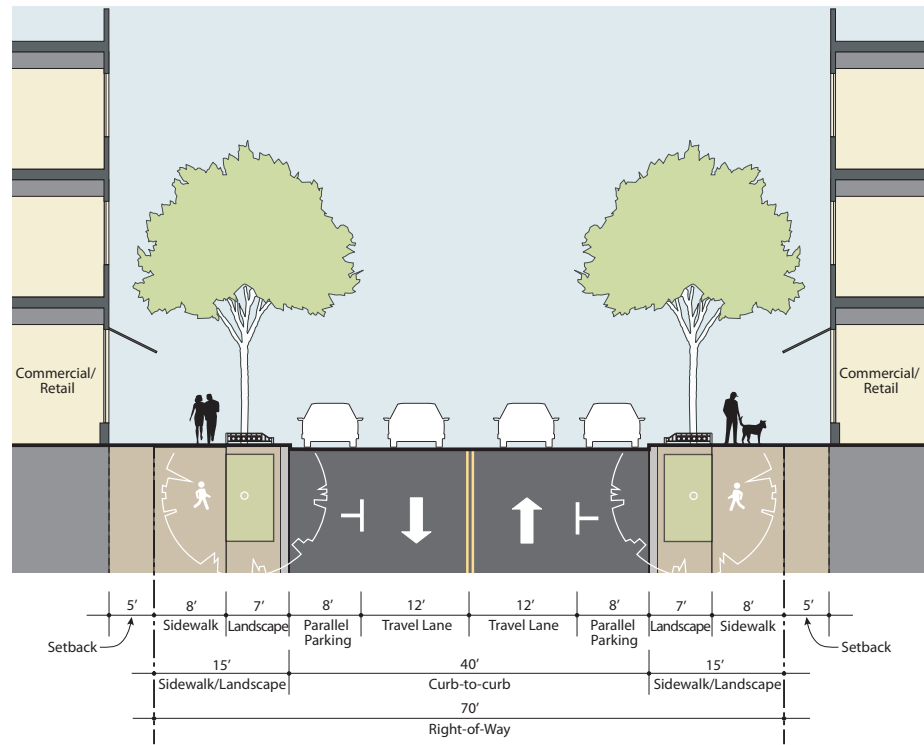
5.2 STREET NETWORK & CROSS-SECTIONS

While Main Street forms the principal spine connecting Downtown with FM 685 and the HEB supermarket, Downtown East will also include a parallel street to the north and a connecting north-south street and promenade, resulting in a series of blocks, many oriented to the Civic Plaza. The frontage along FM 685 will also be reconfigured to create an attractive, eastern edge to the District and one that is more hospitable to pedestrians and cyclists. Chapter 6 describes the network of existing and planned trails that will link the streets of Downtown East to the surrounding city.

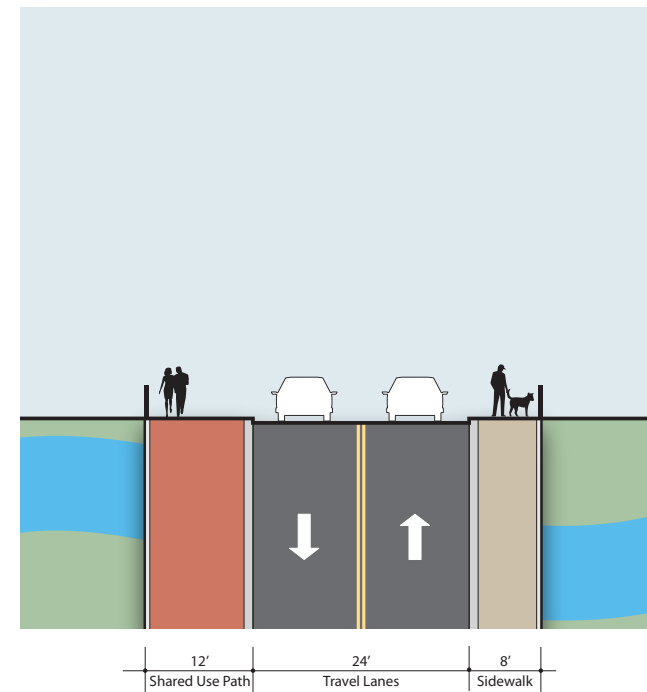


Figure 19: Key Map of Street Cross-Sections

MAIN STREET



MAIN STREET BRIDGE



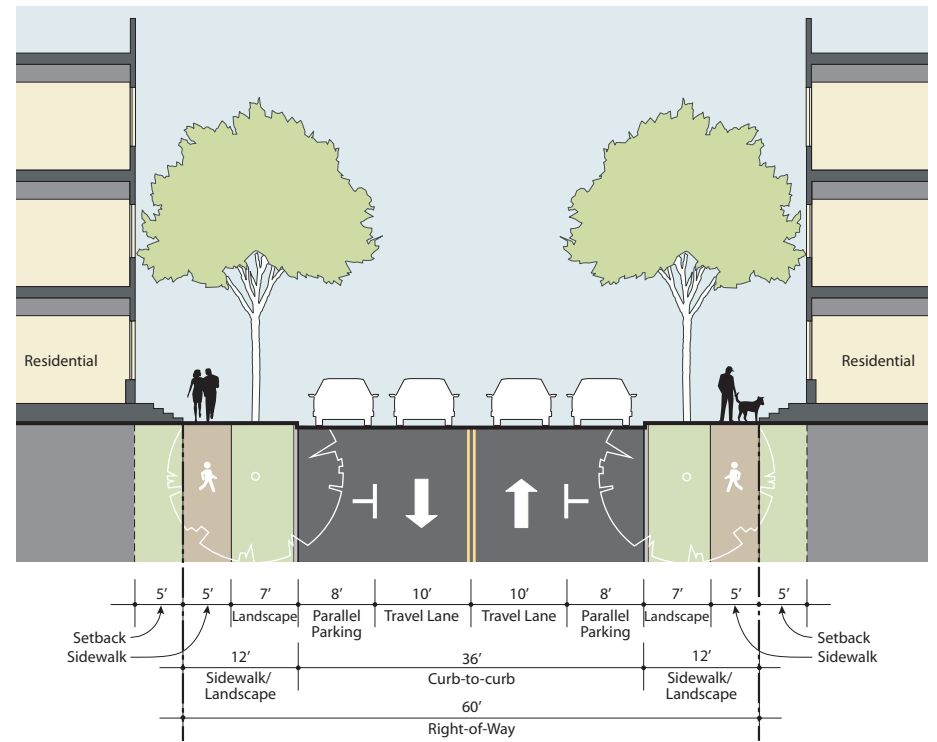
Main Street (70-ft ROW): Main Street will provide two vehicular lanes of travel between Railroad Avenue on the west and FM 685 on the east, with a left turn lane at the FM 685 intersection. Curbside parallel parking will be provided along the length of the street interrupted by pedestrian bulb-outs at intersections and the Civic Plaza to create safer and shorter pedestrian street crossings. The “back-of-curb” area will include a promenade zone with a minimum width of eight (8) feet and a street tree and furniture zone of seven (7) feet along the curb edge. Building setbacks with a minimum dimension of five (5) feet will provide additional space for promenading and outdoor cafe seating (Figure 20). The Main Street Bridge over Gilleland Creek will provide two vehicular travel lanes with a shared-use path (SUP) of 12 feet in width on the north side and an eight-foot wide sidewalk on the south side (Figure 20).

Figure 20: Cross-Sections of Main Street

B STREET



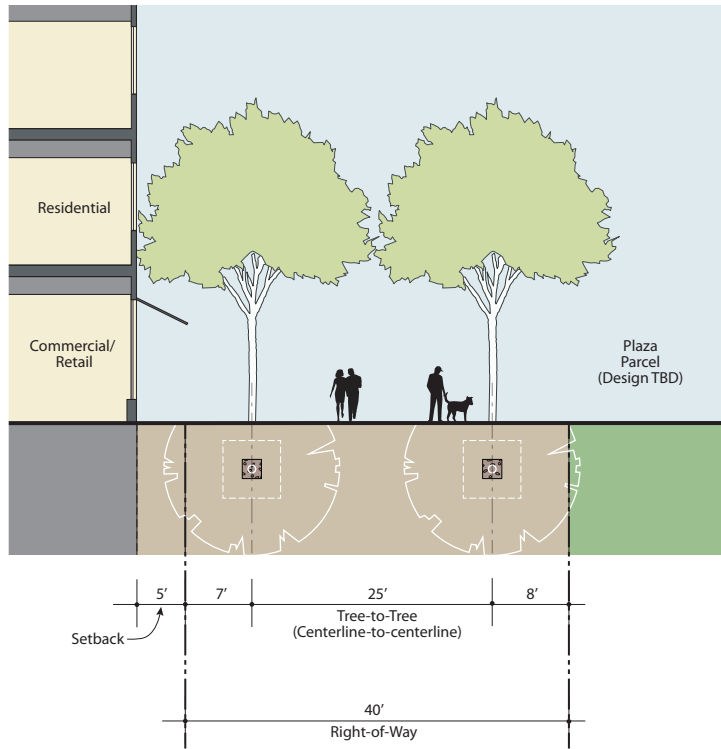
C STREET



Secondary Streets (60-foot ROW): B and C Streets are more intimately scaled as two-lane roadways with 10-foot travel lanes and curbside parallel parking. The back-of-curb condition includes the same tree and furnishing zone as described for Main Street, but with a narrower five (5) foot wide sidewalk. A minimum building setback of five (5) feet allows space for additional landscaping as well as stoops or porches for ground-level residential units (Figure 21).

Figure 21: Cross-Sections of Secondary Streets

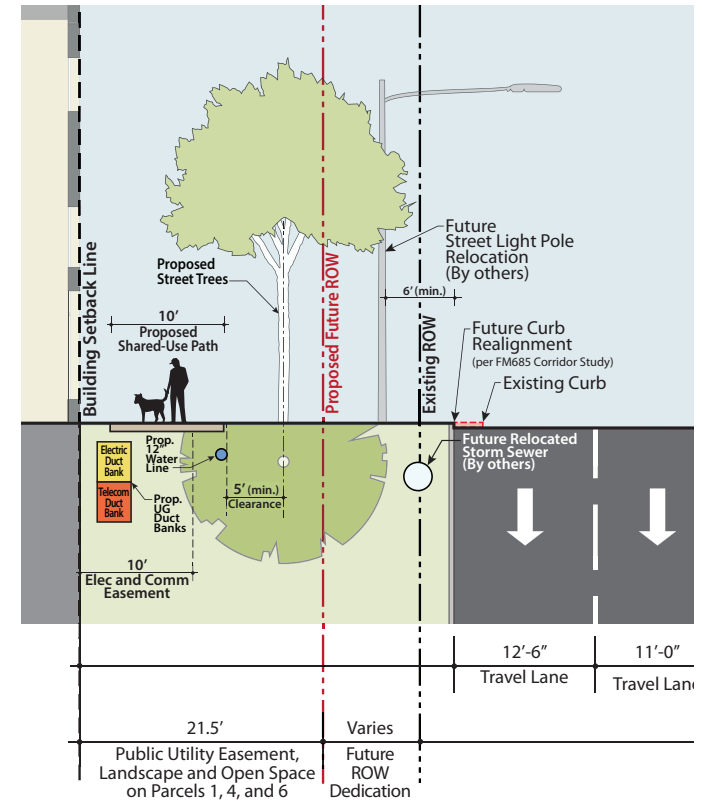
D STREET



Civic Plaza Promenade (40-foot ROW): D Street along the west edge of the Civic Plaza is designed as a tree-lined pedestrian promenade that provides north-south connectivity within the District. This space can accommodate emergency vehicles, food trucks and farmer’s market tents and trucks. The space is envisioned as a curbsless street with bollards or other barriers along its shared edge with the Plaza and a continuous canopy of shade trees.

Figure 22: Cross-Section of the Civic Plaza Promenade

FM 685



FM 685 Frontage: To accommodate the planned expansion of FM 685 from a four to six-lane roadway, approximately 10 feet of additional right-of-way will be dedicated to TxDOT. Behind that new right-of-way, a public utility easement (PUE) and linear open space will be established along the eastern property lines of Parcels 1, 4, and 6. Within that 30-foot zone, a shade tree will be planted between the TxDOT right-of-way and the PUE. A 10-foot wide shared-use path will be constructed within the PUE (Figure 23). Prior to the full construction of the six-lane roadway, a southbound deceleration lane into C Street is recommended to comply with TxDOT standards and in response to the initial results of the Traffic Impact Analysis (TIA). This deceleration lane will ultimately become the third lane when the full improvement is implemented by TxDOT.

Figure 23: Cross-Section of the FM 685 Frontage

Fire Access: The streets of Downtown East have been designed in collaboration with the City of Pflugerville's Fire Department to ensure compliance with the City's amendments to the International Fire Code (IFC).

A 20-foot minimum width clear zone is provided on all streets, and, as shown in Figure 24, a 26-foot clear deployment zone for aerial access is provided at frequent intervals along all block-faces. This is achieved at intersections and within blocks at driveways and by eliminating curbside parking on one or both sides of the street. A minimum effective turning radius of 28 feet is provided at all intersections, and each building will comply with the IFC standards for hose reach. Fire lanes integrated with the trail system provide fire access along the northern and western edges of the District, as described in Chapter 6.

Sight Triangles: Intersections shall comply with Chapter 9.8 of the Uniform Development Code, except that one curbside shade tree, limbed up to a height of at least 10 feet, will be permitted within the prescribed sight triangle.

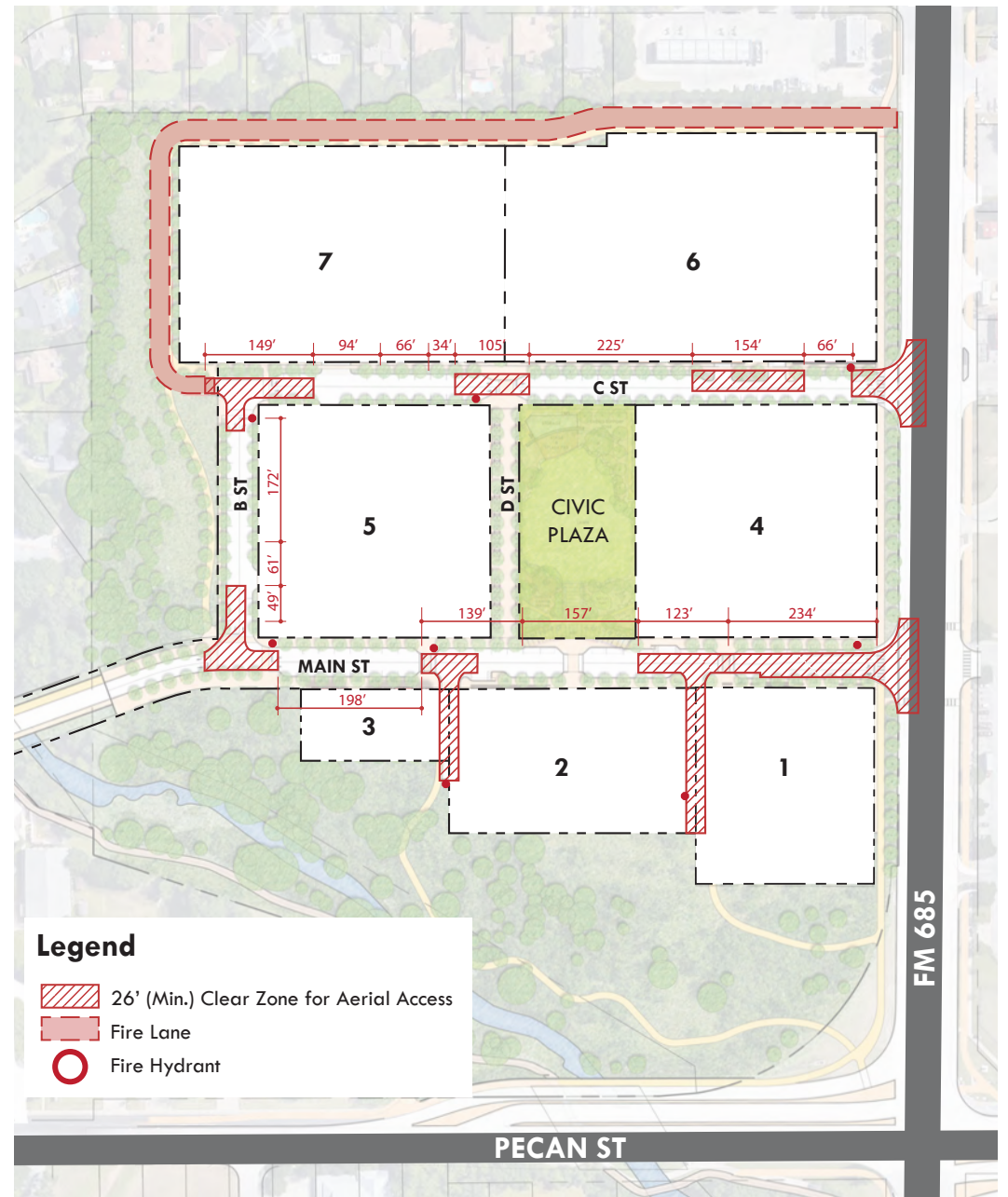


Figure 24: Fire Access Diagram (Subject to Change in Coordination with City of Pflugerville Fire Department)

5.3 STREET TREES

A continuous canopy of street trees is a crucial part of a successful streetscape, creating a long-term, complementary relationship with the built environment. Street trees provide many benefits, including shade for human comfort, scale in relation to buildings, protected separation from moving vehicles, and environmental benefits related to water and air quality, as well as urban heat island mitigation. In order to maximize these benefits, it is important that the designs of individual segments of the street follow consistent spatial guidelines, and it is imperative to use the highest-quality planting details, irrigation and maintenance for the trees to thrive over time.

With regards to spatial requirements, the tree spacing and placement in relation to the curb are important factors for consistency and the form of the street. Street trees will be placed approximately 25 to 30 feet apart and will be set back from the curb by a minimum of four (4) feet. This spacing provides trees with enough access to light, adequate room for growth and a relatively continuous shade canopy. Adequate distance between street trees and the curbs is required to prevent the trunk from being struck by vehicle doors or overhanging bumpers. This distance also takes into consideration the size of the tree's root ball at the time of planting. Where a dimension of less than four feet between the tree and other hardscape elements is required, (e.g., adjacent to sidewalks and/or where paver grates are used) soil cells or structural soil will be required to achieve adequate soil volume.

For trees, healthy soil and appropriate soil moisture are paramount to their establishment and long-term performance. Access to adequate soil volume is generally accepted by industry experts as the key indicator of a tree's success – especially in harsh urban environments. Street trees should have a continuous planting zone (trench) to allow the sharing of nutrients and moisture within the soil, as well as to establish a robust biological network. If a soil zone of this size cannot be fully exposed at the surface, then soil cells should be used under paved areas in order to achieve the goal of root zone continuity. A minimum of two root zone watering system emitters should be provided at each tree to deliver water across all levels of the root zone for a high-efficiency subsurface irrigation system. The subsurface bubblers are less likely to be buried or damaged by typical maintenance

procedures, and the below-ground placement helps water the roots more deeply and effectively.

The size and condition of the tree at the time of installation are also important to its long-term health and to the spatial definition of the street. All trees should be sourced from nurseries with good cultural practices, in terms of canopy pruning and root system development. No trees should have circling roots, and all root balls for trees should be pruned prior to installation. Trees with circling roots will have reduced stability because of limited lateral buttress roots. The circling roots can also girdle the trunk or other major roots of the tree over time, stunting its growth and thereby adversely affecting its health and vigor. To meet the spatial and access clearance needs of the streetscape, trees must have a single, straight leader (main stem). Trees should be approximately 16 to 18 feet in height with a bottom canopy clearance on the sidewalk side that meets the ADA (Americans with Disabilities Act) and the TAS (Texas Accessibility Standards) minimum code requirement of 80 inches, where branches overhang designated accessible routes along sidewalks or plazas.



An example of a well-shaded promenade

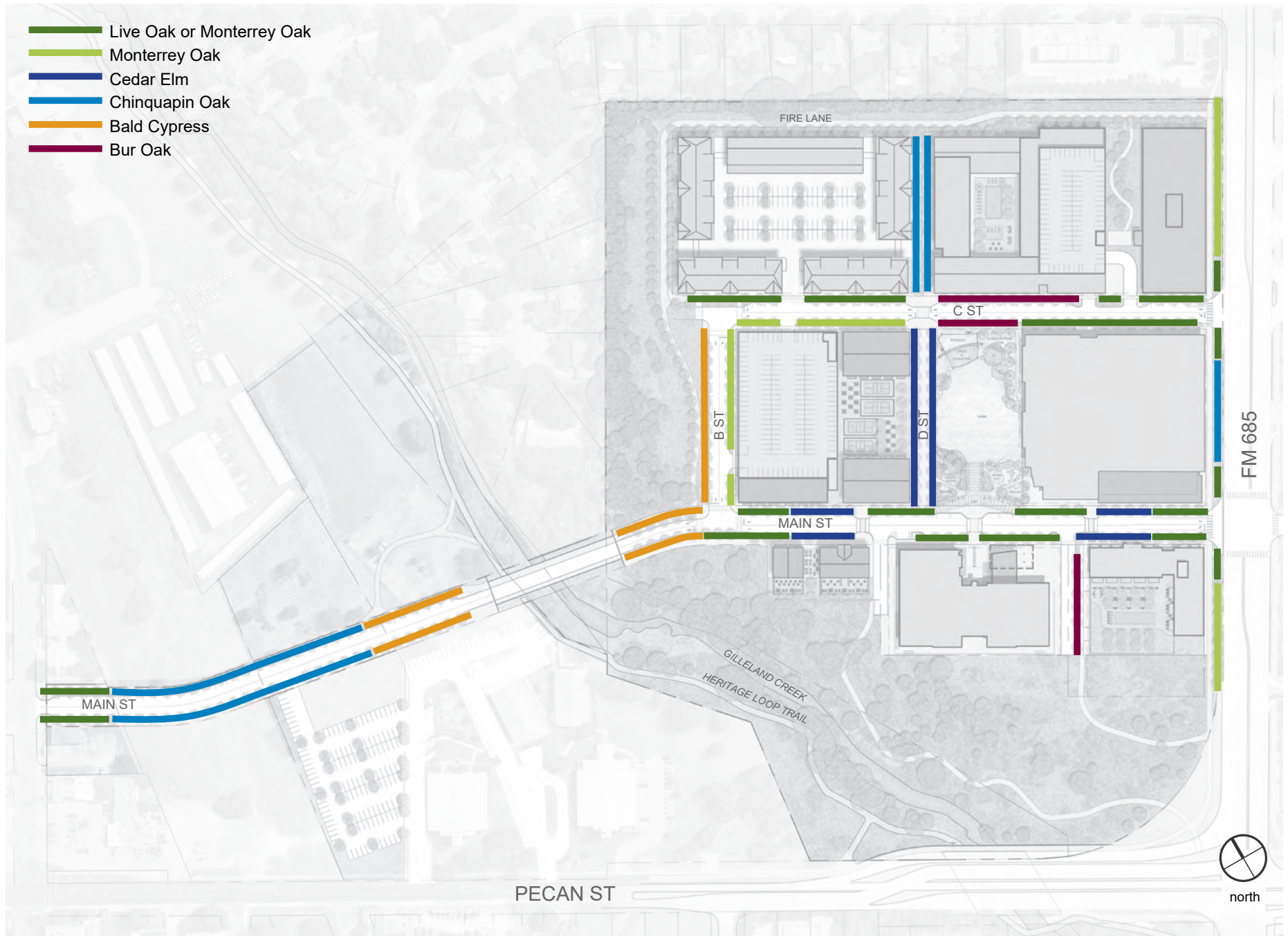


Figure 25: Street Tree Map

Street Tree Species

Six tree species, all native or adapted to Central Texas, shall make up the streetscapes of Downtown East (see Figure 26), distributed as suggested on Figure 25.

Street Tree Selection

The following factors should be considered in the selection, planting and maintenance of street trees:

- **Species:** Trees will be chosen as suitable for the local changing climate, soil type, mature size, and compatibility with surrounding infrastructure, such as utilities and sidewalks.
- **Aesthetics:** Trees that complement the desired character and aesthetics of the streetscape.
- **Functionality:** Trees that provide shade, wind protection or other desired functional benefits.
- **Growth habit:** Trees with a mature size appropriate for the available space, avoiding interference with utility or security equipment, buildings, or pedestrian walkways.

- **Disease and pest resistance:** Trees known for resistance to local diseases, root rot and pests.
- **Native:** Native species propagated and grown within the local region will be chosen whenever possible to promote biodiversity and ecological benefits.
- **Seed source:** The use of trees grown from seed stock of the Texas A&M Forest Service's Urban Tree Improvement Program (UTIP) is encouraged to provide genetically-superior trees proven to outperform in terms of survival, growth and adaptability.
- **Nursery stock:** Quality standards such as Urban Tree Foundation's "Strategies for Growing a High-Quality Root System, Trunk, and Crown in a Container Nursery" (Companion publication to the Guideline Specifications for Nursery Tree Quality) and The American Standard for Nursery Stock (ANSI Z60.1-2014) should be used to rate available nursery stock or establish quality standards for market-available and contract-grown trees.



Cedar Elm

Ulmus crassifolia
4" caliper
16' height
Yellow seasonal foliage

Chinquapin Oak

Quercus muehlenbergii
4" caliper
16' height
Yellow to bronze seasonal foliage

Live Oak

Quercus virginiana
4" caliper
16' height

Monterrey Oak

Quercus polymorpha
4" caliper
16' height

Bald Cypress

Taxodium distichum
4" caliper
16' height
Orange to red seasonal foliage

Burr Oak

Quercus macrocarpa
4" caliper
16' height

Figure 26: Proposed Street Tree Species

Planting

- **Soil quality:** Adequate soil volume, texture, and quality will support the chosen tree's natural root system. Biological inoculations from healthy, on-site soil fungi should be considered.
- **Spacing:** Trees shall be planted at appropriate distances from each other, sidewalks, buildings and underground utilities to avoid future conflicts.
- **Planting depth:** Trees will be planted at the correct depth, relative to adjacent grade and drainage patterns.
- **Anchorage:** Subsurface staking or subsurface guying devices should be installed to provide ample structural support of the tree's base to remain plumb, yet allow some movement without damaging the rootball or tree.
- **Watering:** Responsible irrigation and soil design will ensure adequate drainage and soil moisture retention to promote healthy growth.
- **Mulching:** Proper maintenance of mulch will help retain moisture, suppress weeds and regulate soil temperature.

Maintenance

- **Pruning:** Trees shall be regularly pruned to maintain proper shape, to remove deadwood and to prevent interference with pedestrians and utilities. Appropriate pruning techniques specific to the chosen species shall follow ISA / ANSI standards.
- **Monitoring:** Trees shall be monitored on a regular basis for signs of disease, pests or damage and addressed promptly.
- **Infrastructure considerations:** Be mindful of potential conflicts with underground utilities and avoid planting trees directly over them.

Additional Considerations

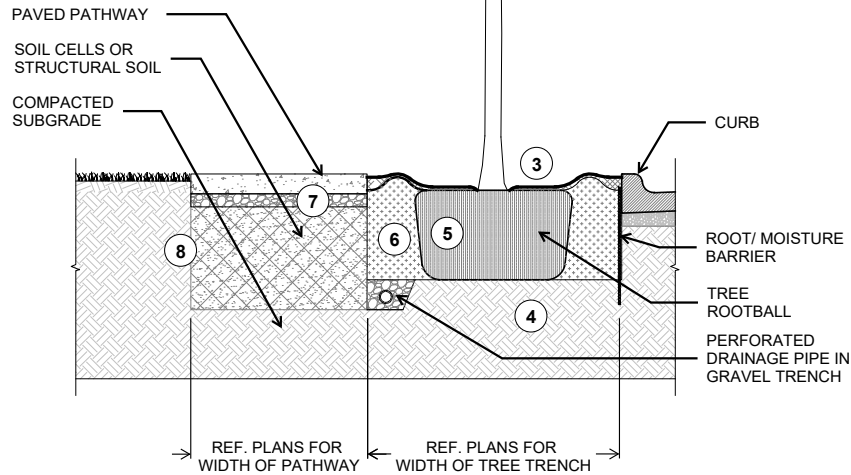
- **Tree protection during construction:** Enhanced tree protection standards shall be implemented to protect existing and proposed trees during construction activities to minimize root damage and ensure their survival.

Street Tree Planting Detail

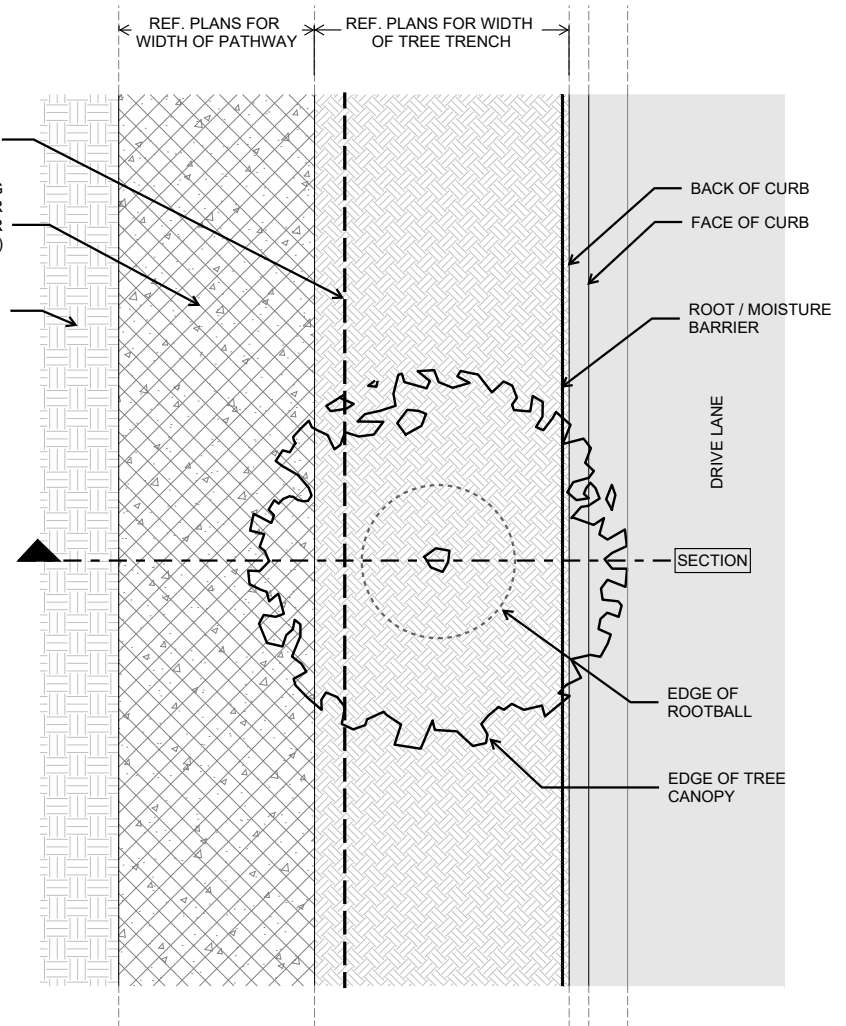
Proper street tree coordination and detailing before planting is crucial for establishing healthy, long-lived trees that will benefit the environment and the community with minimal conflicts. Figure 27 illustrates the recommended tree planting detail, showing the relationship between the proposed tree, its appurtenances and surrounding hardscape elements.

KEYED NOTES:

1. REMOVE NURSERY STAKE AND TAGS
2. ONLY PRUNE FOR MIN. ACCESSIBILITY CLEARANCES
3. TREES SHALL BE PLANTED WITH THE EXPOSED ROOT FLARE 1-3" ABOVE THE SURROUNDING GRADE. ALL SOIL ABOVE THE ROOT FLARE SHALL BE REMOVED. TAPER THICKNESS OF MULCH TO 1-2" OVER ROOTBALL, DO NOT COVER ROOT FLARE
4. UNCOMPACTED SUBGRADE
5. PRUNE ROOTS AROUND ENTIRE PERIMETER PRIOR TO BACKFILLING
6. APPROVED TREE PLANTING BACKFILL MIX
7. 2" ANGULAR GRAVEL (WITHOUT FINES) BENEATH PAVING (DO NOT USE SAND)
8. SCARIFY SIDES OF EXCAVATED EDGES OF TREE PITS / TRENCHES



SECTION



PLAN

Figure 27: Street Tree Planting Detail

5.4 SIDEWALK AND PAVING TREATMENT

As described in 5.2 above, there are two principal vehicular street types within Downtown East: Main Street with a 70-foot right-of-way, and the secondary streets (B and C Streets) with a 60-foot right-of-way. D Street is a pedestrian promenade. The back-of-curb sidewalk areas on both vehicular street types include a Promenade Zone and a Street Tree/Furniture Zone with varying treatments as follows:

Main Street, East of B Street, forms the main pedestrian spine of Downtown East's civic, retail and entertainment district, and is recommended for the highest levels of streetscape treatment. As shown in Figure 28A, this segment of Main Street should utilize a decorative pavement treatment (e.g., stamped concrete, concrete or masonry unit pavers, permeable pavers), interrupted by tree leave-outs containing ground cover and defined by tree guards. In areas with high levels of pedestrian activity or outdoor seating, paver grates may be used instead of the planted leave-outs. A 12-inch wide curb is recommended along this segment of Main Street to provide a "step-out" from on-street parking and/or the roadway level.

Main Street, West of B Street should utilize the same planted leave-outs as described for the eastern segments of Main Street, but a broom-finish concrete sidewalk is recommended for the Promenade Zone. The same decorative pavement treatment utilized on the eastern segments of Main Street is recommended in the Street Tree/Furniture Zone between the planted leave-outs, per Figure 28B.



Figure 28A: Main Street, East of B Street



Figure 28B: Main Street, West of B Street

Secondary (B & C) Streets: Along secondary streets, sidewalks within the Promenade Zone should be paved in broom-finish concrete, while the Street Tree/Furnishing Zone should be a continuous planting strip with ground covers and/or low grasses. In areas where there is more intensive activity (e.g., opposite or adjacent to the Civic Plaza), tree leave-outs are recommended in place of the continuous planting strip. Where a continuous planting strip is installed, intermittently-placed stepping stones should be introduced to provide paved access between parallel parking spaces and the sidewalk, per Figure 29.

D Street/ Civic Plaza Promenade: The promenade along the west edge of the Civic Plaza should utilize the same decorative pavement treatment as specified for Main Street. Street trees should be installed in paver grates and spaced at least 25 feet apart to accommodate two, 10-foot by 10-foot pop-up tents for farmers market or festival days, per Figure 30. Street lighting poles will be placed in line with street trees, equidistant between trees.



A tree-lined pedestrian promenade (Aldrich Street Paseo in the Mueller Neighborhood, Austin, Texas.)

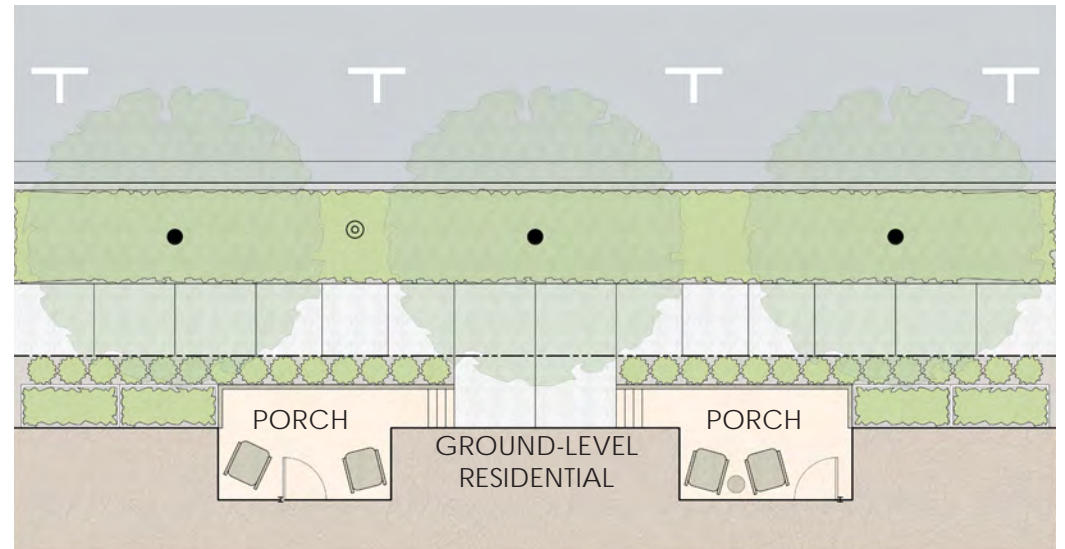


Figure 29: B & C Streets



Figure 30: Civic Plaza Promenade

Pedestrian Crosswalks: The main field of the crosswalk should be integral-color concrete, bordered by a one-foot wide band of lighter gray concrete on both sides. Curb ramps will include detectable warnings made of cast iron. Speed table crosswalks are recommended between the Civic Plaza and City Hall to calm traffic and to provide for safe passage of pedestrians.

Street Tree Electrification: Each tree along the entire length of Main Street and those along D Street (the Plaza Promenade) shall include a duplex electrical receptacle to allow for decorative and seasonal lighting. These should be provided in 110V electrical outlets with exterior-rated metal in-use covers. Where market or other vendors may be present, a dedicated 20A circuit is recommended.



Electrified street trees provide additional opportunities for lighting.

5.5 TIMING AND RESPONSIBILITIES FOR STREETSCAPE

Streetscapes including trees, paving and furnishings will be installed in a phased manner. During the first phase of development (Figure 4), the following streetscapes shall be completed by Griffin | Swinerton:

- Main Street improvements adjacent to the planned City Hall, Civic Plaza, Recreation Center, and the parking lots on Parcels 1 and 3;
- Main Street improvements between the Main Street Bridge and Railroad Avenue; and
- C Street improvements adjacent to the Recreation Center, Civic Plaza and the parking lot on Parcel 6.
- The remaining frontages shall include temporary sidewalks that could be of crushed gravel or other material that provides an accessible path of travel.

Subsequent phases of the streetscape shall be installed by the vertical developer of the adjacent property. Ongoing maintenance of the streetscape shall be the responsibility of the Property Owners Association and/or the developer.

5.6 DRIVEWAYS AND CURB CUTS

Driveways and curb-cuts are not permitted on Pedestrian Priority frontages.

Curb-cuts and driveways shall be no more than 25 feet in width, with the exception of driveways directly serving structured parking garages, but in no case shall these exceed 40 feet.

Permitted driveways shall ramp up to the level of the sidewalk, so that the sidewalk and its treatment remain consistent across the driveway.

5.7 STREET LIGHTING

West of Gilleland Creek, the Downtown historic decorative light fixture shall be installed to provide continuity with the existing fixtures along Main Street. Throughout the Pfluger Tract, a contemporary version of the Downtown fixture is recommended, such as a full cut-off, post-top fixture. Coordination with Oncor, the electric utility provider for the Downtown East site, on the selection of the final fixture will be required.

In addition to street lighting, provision should be made for festoon or decorative lighting within and between trees along Main Street and the Plaza Promenade (D Street).



An example of a curb cut at a structured parking entrance that ramps up to the level of the sidewalk so that the sidewalk and its treatment remain consistent across the driveway.

5.8 STREET FURNISHINGS

Street furnishings within the Downtown East District shall compliment the City's existing range of furnishings currently used within the Downtown District Overlay and by the Parks and Recreation Department while providing a distinct, contemporary aesthetic. It is recommended that furniture placement be judicious so that the District does not feel cluttered with too many furnishings. The following section describes preferred qualities and materials for street furnishings and provides furnishing selections that exemplify these qualities.

Bench - Urban

Urban Benches are preferred to primarily consist of a unified, single wood material for the bench and backrest components and a unified, single steel material for the bench supports and armrests in a black powder-coated finish. Wood materials for benches are desired to exist within the urban setting to represent the concept of the adjacent natural setting of the Greenway and Creek infiltrating into the urban setting and providing a direct human-nature connection. Surface mounting is the preferred method of installation for this furniture piece.

Thermally modified Red Oak is the preferred wood material for this bench as it provides a more sustainable lumber option than the Ipe alternative, however both lumber options are of high-quality and high-durability.

Bench - Trails

Trail Benches are preferred to primarily consist of a unified, single wood material for the bench and backrest components and a unified, single steel support material in a black powder-coated finish. Support posts embedded in a buried concrete footing is the preferred method of installation to minimize interruptions to finished grade and revegetated surfaces in more naturalized areas.

Thermally modified Red Oak is the preferred wood material for this bench as it provides a more sustainable lumber option than the Ipe alternative, however both lumber options are of high-quality and high-durability.

Bench - Urban Alternate

The City Standard steel bench in a black powder-coated finish is considered an acceptable option for the urban setting. However, it would be preferred

that this bench be considered an alternative option to the thermally modified wood bench specified above. Due to the nature of black metal being a heat conductor in exposed settings where shade is minimal, it preferred that this alternative only be used in an urban setting where shade is ample and/or shade trees are present.



Bench - Urban: DuMor 6' Bench, Thermally Modified Red Oak, 270-60TMR



Bench - Trail: DuMor 6' Bench, Ipe, 79-601



Bench - Urban Alternate:
Park Warehouse 6' Steel Strap Bench with Straight Back, 622BE115
(Pflugerville Parks & Rec Department Standard Furnishing)

Steel Bollard - Urban

Steel bollards in black powder-coated finishing are the preferred bollard furnishing for the urban setting. Bollards located for pedestrian protection from vehicular traffic shall be installed to meet minimum safety standards.

Wood Bollard - Trails

Wood bollards are the preferred bollard furnishing for necessary trail-user protections in the Greenway and Gilleland Creek setting. Wood bollards shall not be utilized in settings where pedestrian protection from vehicular traffic is the primary function for the furnishing.

Bike Rack

The Inverted U Bike Rack has long been considered the preferred standard for Bicycle Parking in urban settings. It's functional simplicity is highly desired by the cyclist community and provides a clean/ succinct cost-efficient solution for bicycle parking in the urban setting. A silver powder-coated finishing is preferred to match a unified color for the furnishing palette.

Bike racks within public rights-of-way shall be located between tree plantings within the landscape zone of the street (see cross-sections in section 5.2). Bike racks located outside public rights-of-way shall adhere to the requirements of UDC 10.7.

Trash Receptacle

City Standard furnishing. No change proposed.

Recycling Receptacle

An additional recycling receptacle is proposed in the same design style as the City Standard trash receptacle and shall be paired with trash receptacle locations in all instances. Blue powder-coated finish is preferred to identify this receptacle's function from a viewing distance.



Steel Bollard - Urban:
DuMor Bollard 400, black



Wood Bollard - Trails:
6"Ø Pressure treated wood bollard w/ 3" radius top (Pflugerville Parks & Rec Department Standard Furnishing)



Bike Rack: *Inverted U Bike Rack, silver powder coat*



Trash Receptacle: *Park Warehouse Flare - Top Trash Receptacle w/ Door, 622TR120-1, black (Pflugerville Parks & Rec Department Standard Furnishing). Pflugerville standard trash receptacle must be paired with recycling receptacle of same family, blue color*

5.9 OUTDOOR CAFE ZONES

Outdoor dining is encouraged throughout Downtown East, but in particular along the Pedestrian-Priority frontages, where streets have the greatest combination of sidewalk widths and setbacks to accommodate café zones. The following provides standards for the treatment of all café areas:

Promenading Zone: Cafés shall maintain an unobstructed walking or through-zone with a predominant width of eight (8) feet but no less than five (5) feet (see Figure 31).

Café Zone: The depth of the café zone will depend on the available area between the promenading zone and the building front, but should be no less than five (5) feet. Where cafés encroach into the public right-of-way (i.e., promenading zone) a license agreement with the City of Pflugerville will be required.

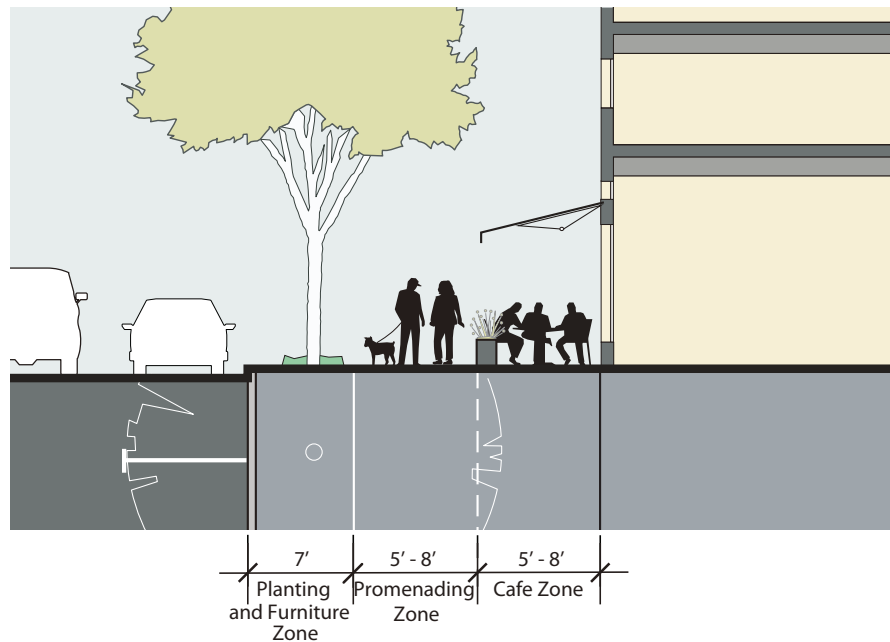


Figure 31: Main Street Outdoor Cafe Zone



A cafe area with raised planters and canvas umbrellas.

Permanent Improvements: Unless the site developer or a future building tenant obtains approval from the City of Pflugerville, no permanent improvements (e.g. barriers, trellises, structures, etc.) or sidewalk modifications will be permitted. Proposed improvements on sidewalk modifications will be reviewed and approved on a case-by-case basis.

Umbrellas: Individual canvas or other non-vinyl umbrellas of a compatible design may be permitted in café extension areas, but shall not extend into the promenading zone. Umbrellas shall be made for outdoor commercial use.

Furniture Materials: Tables and chairs will be of a high-quality, suitable for exterior use with metal, plastic, and/or durable and weathering woods. All tables and chairs shall be movable, i.e., none will be permitted to be bolted or affixed to the sidewalk. All furniture shall be a robust, commercial grade and manufactured and constructed for outdoor use.



Movable planters provide the cafe with an attractive separation from the promenading zone.

Planters: Box or other shaped planters may be used to define the boundaries of the café seating area. To avoid blocking the patron’s vision while seated, the combined height of the planters and live plants shall not exceed 40 inches from sidewalk grade. The planters shall be no greater in height than 30 inches and no wider than 24 inches at the base. Taller plants may be permitted, depending on the location of the sidewalk café.

All planters should be made of safe, durable and attractive materials such as wood and steel. All planters must be irrigated and planted year-round. The café or business owner shall be responsible for the prompt removal of all poorly-maintained plantings and the installation of healthy plant material. Drainage of planters shall be controlled so that drainage doesn’t occur on sidewalks.



Retractable fabric awnings that provide shade and color are particularly encouraged.

Canopies and Project Awnings: Permanent fixed canopies shall be subject to City of Pflugerville approval. Projections within the public right-of-way will require license agreements with the City of Pflugerville. Fabric awnings that provide shade and color are encouraged, particularly high-quality retractable ones that can be adjusted seasonally and throughout the day.

Trash, Recycling and Compostables Receptacles: All trash, recyclables and compostables generated by the café shall be disposed of by the business in receptacles provided internal to the building or within the café zone. Any exterior receptacles shall be of durable commercial grade materials and located against the building facade. No such receptacles will be permitted in the curbside zone.

Storage: Furniture may not be stacked or stored outside in setback areas or in the public right-of-way at any time. Café furniture shall not be secured to street lighting poles, trees or any other public street furniture.

5.10 SERVICES AND UTILITIES

Electrical power transformers, switchgear, and equipment:

Transformers, switchgear enclosures, and other related power service equipment shall generally be located along service drives within or adjacent to parking garages or set back from the street substantially and screened, either with an enclosure or vegetation, as allowed by Oncor. To the maximum extent possible, switchgear enclosures, transformer pads and other equipment shall not be located facing (or visible from) a Pedestrian-Priority street or its building setback areas. Site developers will be required to obtain approval from Oncor and the City of Pflugerville for the appropriate number, sizes and final locations of transformers serving their sites.

Irrigation Meters: Irrigation meters shall be located within in-grade vaults and located within planting zones that allow adequate visual, vegetated buffering from public view.

Reduced Pressure Zone (RPZ) Devices: RPZs shall be located on the property-owner side of the water meter, i.e., on private property, and shall be encased in an insulated enclosure of fiberglass or stainless steel.

Backflow Preventers: Backflow preventers shall be located on the property-owner side of the water meter - on private property - and shall be encased in an insulated, stainless steel “guard shack”.

Grease Traps: Grease traps shall be carefully-sited, preferably away from Pedestrian-Priority street frontages or sidewalks, and located in service zones, within buildings, or in setback areas along secondary streets. The surface of the vault shall be below grade to a depth that allows ornamental landscape materials to be planted over the extent of the vault with only the vents appearing at the surface.

Utility Easement(s): All utilities, including dry utilities such as gas, communication, and electric, will be contained within the provided right-of-way so that an additional Public Utility Easement is not needed within the development parcels adjacent to all public street frontages.

5.11 PUBLIC ART

Public art should be incorporated at key locations within Downtown East in coordination with the City of Pflugerville’s Art in Public Places program. Locations should be selected to enhance significant civic locations, such as in front of City Hall and the Civic Plaza, and at important gateway locations, such as at the Main Street/FM 685 intersection. Community and stakeholder input should play a key part in the selection of the artist and in the review of the proposed work.





6

Open Space Design Guidelines

The landscape approach for Downtown East weaves together the distinct ecosystems of Central Texas where the rolling Central Texas Savannah grasslands may have once given way to Blackland Prairie, dotted with the occasional white limestone outcropping, reminiscent of the Texas Hill Country. Inspired by the presence of the adjacent riparian Greenbelt of the Gilleland Creek system, with its expansive natural bedrock formations, hidden springs and seeps, the design philosophy incorporates these elements into civic spaces situated at the higher elevations nearer to the core of the development. A shared-use trail system winds its way through this diverse landscape, connecting these hubs and fostering a deep connection between its patrons and the surrounding environment.

6.1 OPEN SPACE DESIGN PRINCIPLES

Consideration of these principles will create spaces central to the allure of the new civic, mixed-use development, promoting community well-being, environmental sustainability and vibrant placemaking.

Accessibility and Inclusivity:

- Ensure all open spaces are accessible to everyone, regardless of age, ethnicity, gender, ability or mobility. This includes incorporating features like gently-sloped pathways, universally-accessible pathways, and stable, level surfaces.
- Cater to diverse needs by providing a variety of spaces for different activities, such as quiet contemplation, active play and community gatherings, such as festivals and farmers' markets.
- Encourage social interaction and community-building by providing opportunities for people to congregate and connect naturally.

Functionality and Usability:

- Create well-defined and functional open spaces that meet the specific needs of the community.
- Ensure open spaces are safe and secure, with adequate lighting, security measures, and clear sight lines at intersections and crosswalks.
- Generally follow CPTED (Crime Prevention through Environmental Design) principles to ensure that people feel safe and secure, and that spaces may be naturally surveilled by open space users.
- Consider implementing CCTV cameras to promote security within public open spaces.
- Consider the ongoing maintenance needs of the space, using durable materials and features that are easy to clean and maintain.





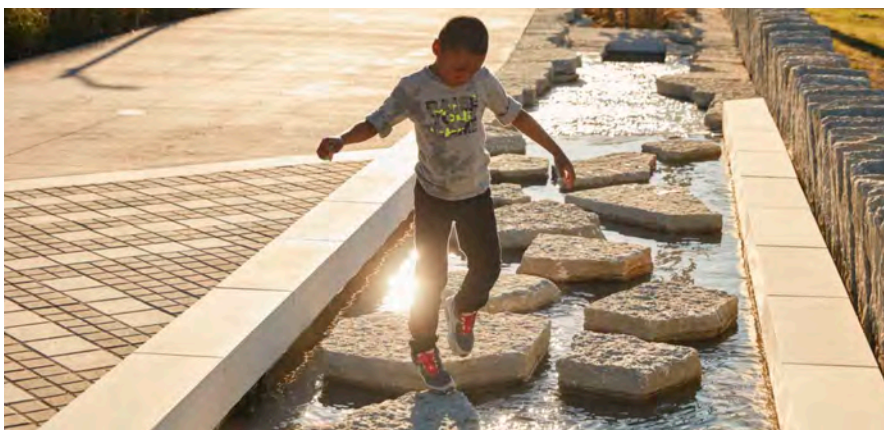
Integration and Connectivity:

- Seamlessly integrate open spaces with building facades and their surrounding streets to create a cohesive and walkable environment.
- Provide clear and easy access to open spaces from all parts of the development.
- Consider how open spaces shall connect the development to the broader urban fabric through its extensive trail system, and how a wayfinding system may be deployed to make getting around by foot, bike and car as intuitive and enriching as possible.



Sustainability and Environmental Design:

- Use native, or regionally-adapted, low-maintenance plants, rainwater harvesting, condensate collection and energy-efficient lighting.
- Create microclimates within open spaces to provide shade and cooling during hot weather. Allow adaptation to extend activities into the cooler season.
- Promote biodiversity by incorporating features that attract wildlife in appropriate locations. Celebrate these features through educational and interpretive signage that could be developed by public artists.



Aesthetics, Placemaking and Public Art:

- Create visually-appealing and inviting open spaces using a variety of design elements like layered and textured landscape plantings, ephemeral water features, public art, and comfortable seating.
- Reflect the unique character and history of the downtown area, incorporating local materials and design elements.
- Create a sense of place and community by providing opportunities for people to gather, interact, and celebrate their shared identity.
- Identify locations for public art that can also tell stories of the history and culture of the community and act as wayfinding landmarks within the landscape.

6.2 PARKS AND OPEN SPACE

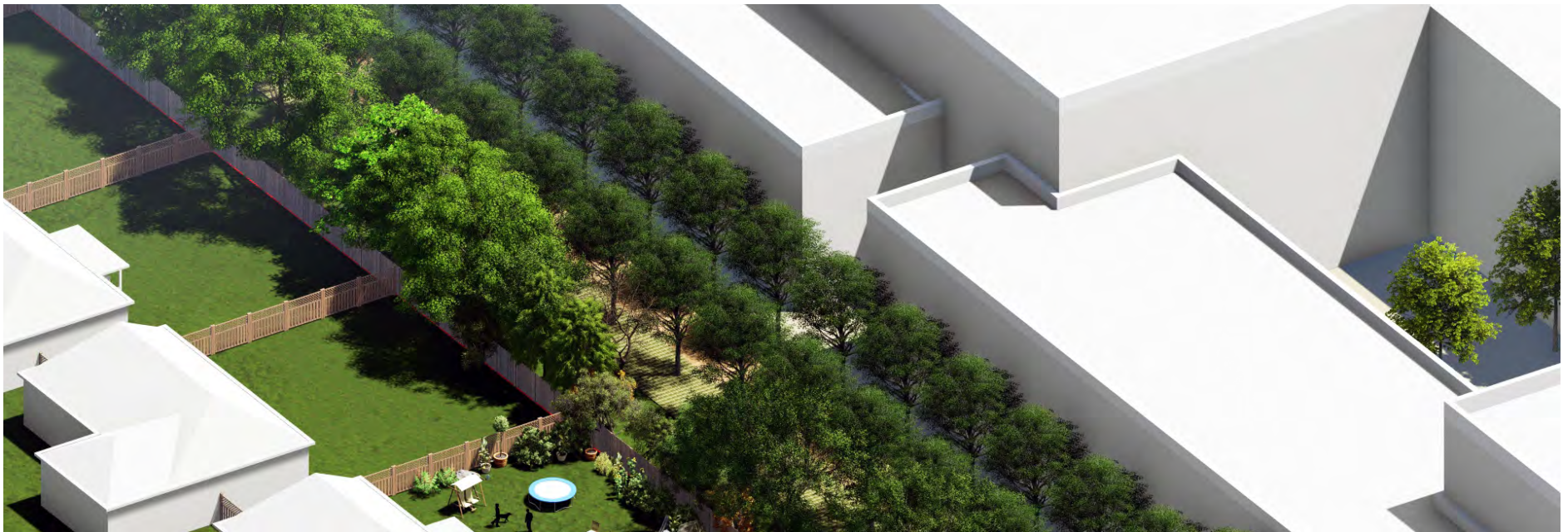
Approximately 9.5 acres of the Downtown East District will be newly dedicated publicly accessible open space. This, along with the 3.5 acres of existing parkland along Gilleland Creek, represents approximately 40% of the entire district and includes the Greenbelt and Trail system and the Civic Plaza. Figure 32 and Exhibit H of the PUD delineates this open space system, including a portion already designated as open space, and the newly dedicated portions that are within and outside of the floodplain.

As set forth in Exhibit H, new residential development will be subject to the City of Pflugerville Parkland Dedication requirements set forth in Chapter 14 of the Unified Development Code (UDC). As shown on Exhibit H, the 9.5 acres of new open space can support a total of 531 dwelling units under the provisions of the UDC. All dwelling units above the total of 531 will be required to provide the required fee, in-lieu of dedication as stipulated in the UDC. In addition, each residential unit will be required to pay the Park Development Fee as set forth in Section 14.4.2 of the UDC. It is recommended that this fee be utilized for on-site amenities and playgrounds.

6.3 VEGETATIVE BUFFER YARD AND SCREENING

In addition to its open space and recreational role, the northern and western edges of the Greenbelt will also serve as a Vegetative Buffer Yard providing visual separation and privacy from the adjacent single-family residents. As shown in Figures 13A and 13B, this vegetative buffer yard shall provide a minimum of 68 feet of effective setback from single-family residential properties along Cedar Ridge Drive, and 130 feet from the adjacent residential properties along Meadow Creek Drive. Planting within this quadrant of the Greenbelt will augment the existing vegetation along the fence line of these properties, which shall be maintained.

The following screening requirements shall apply to the landscape treatment of these Greenbelts where they interface with the existing single-family residential neighborhoods. These requirements exceed the buffer yard screening requirements set forth in Subchapter 11.10 of the Unified Development Code, and as such the UDC requirements will not apply.



The north and west edges of the District shall be planted to provide adequate screening for adjacent homes and to create an inviting open space for people to enjoy.

1. Along these Greenbelts a minimum of seven (7) evergreen trees shall be planted for every 100 feet of frontage adjacent to a single-family zoned property.
2. These trees shall be planted and irrigated so that after five (5) years they grow to a minimum height of 25 feet.
3. The multi-family developer of the adjacent property shall be responsible for the installation of the landscape screening and irrigation.
4. The developer and/or the Property Owners Association (POA) shall be responsible for the ongoing maintenance of the trees and related irrigation systems.
5. The Administrator shall confirm that the design significantly obstructs sight lines between the planned multi-family development and the back yards of the adjoining single-family homes.
6. Along the northern Greenbelt adjacent to the Cedar Ridge neighborhood, the required trees shall be planted in a double row at intervals of 25 to 30 feet on either side of the planned fire lane.
7. Along the western Greenbelt adjacent to the Meadow Creek neighborhood, the required trees shall be clustered and planted along the planned trail system in a manner that provides shade as well as screening.
8. All efforts will be made to maintain the existing vegetation, and as such no new fence or wall is required.
9. Stormwater detention facilities may be approved by the Administrator if such facilities do not affect existing or required planting as described above.



Trees planted in the Greenbelt to provide screening for adjacent homes shall be irrigated and maintained so that they reach a mature height of at least 25 feet.

6.4 GREENBELT & TRAIL SYSTEM

Pflugerville is the Trail Capital of Texas. Boasting over 50 miles of trails, 94% of Pflugerville residents can access the trail system within a half mile of their home. The Pflugerville Parks and Recreation Department plans to expand and enhance the trail system to connect residents with recreational facilities throughout the city, and the Downtown East District offers an opportunity to further this goal.

The Downtown East District will allow the city to provide new public facilities, including a new City Hall and Recreation Center, that will be easily accessible via the city trail system. The District is situated adjacent to the Gilleland Creek Trail Corridor, which serves multiple trail routes, including the Gilleland Creek Trail and the Heritage Loop Trail. A “Greenbelt” buffer of open space wraps around the perimeter of the District, providing the opportunity for new parkland and recreational space, and for a new loop of trails around the District for residents and visitors to enjoy. Figure 32 depicts a conceptual alignment of the proposed trail system for the Downtown East District.

Connections to the Existing Gilleland Creek/Heritage Loop Trails:

Connectivity between the District’s civic spaces and the existing trail system will be provided to enhance the user experience of the natural environment while creating a strong link to the surrounding community. These include:

- **Main Street Bridge Trail Connections:** The initial trail connection between the Gilleland Creek Trail Corridor and the Downtown East District will be provided by the proposed Main Street Bridge across Gilleland Creek. The primary trail connection will be located on the north side of the bridge where a 12’-wide Shared-Use Path is proposed (see Figure 20).
- **Additional Connections Across the Creek:** Additional trail connections between the District and the existing Gilleland Creek Trail Corridor would enhance overall connectivity and provide additional open space opportunities for people to enjoy. These additional connections are shown on Figure 32 in dashed lines. These connections will require additional study for feasibility.

Internal Trails within the District:

A system of trails internal to the district will enhance connectivity and the recreational experience for both residents and visitors (Figure 32). These include:

- **Primary Trails** within the district will provide direct connections between the district’s central civic spaces, trailhead nodes and key points of interest. Primary trails shall be at least 10’ wide and accessible with a smooth surface suitable for walkers, joggers and cyclists, in accordance with the Pflugerville Trails Master Plan. Within the more naturalized Greenbelt open space, occasional observation decks, platforms or terraces may be strategically placed along the slopes of the trail network to allow users to safely observe the creek, rock outcroppings and surrounding wildlife without disturbing their habitat or other sensitive features. The primary trails of the District form a perimeter loop around the Pfluger Tract with access to the adjacent single-family neighborhood to the north and west provided via the proposed FM 685 shared-use path, or a possible future trail connection to Cedar Ridge Drive through the parcel currently occupied by a car wash.
- **Secondary Trails** are envisioned to complement the primary trail network and provide a more intimate nature experience. Branching from primary trails, secondary trails should be narrower to bring nature closer to the user. To the maximum extent practicable secondary trails should be fully accessible; where grading does not allow for full access, efforts shall be made to provide alternative routes via the primary path system. Surfaces on the secondary trails may be more uneven, with natural materials such as compacted crushed stone, flagstone, or large shredded wood mulch chips. These may be ideal for trail users seeking a closer connection to nature or a longer, more secluded, recreational experience. Smaller observation decks, platforms or terraces may be strategically-placed along the slopes of this trail network to allow users to safely observe natural features in a more intimate environment.

Legend

-  Existing Trails
-  New Primary Trails
-  Potential Secondary Trails
-  Fire Lane/Trail
-  Greenbelt
-  Civic Plaza



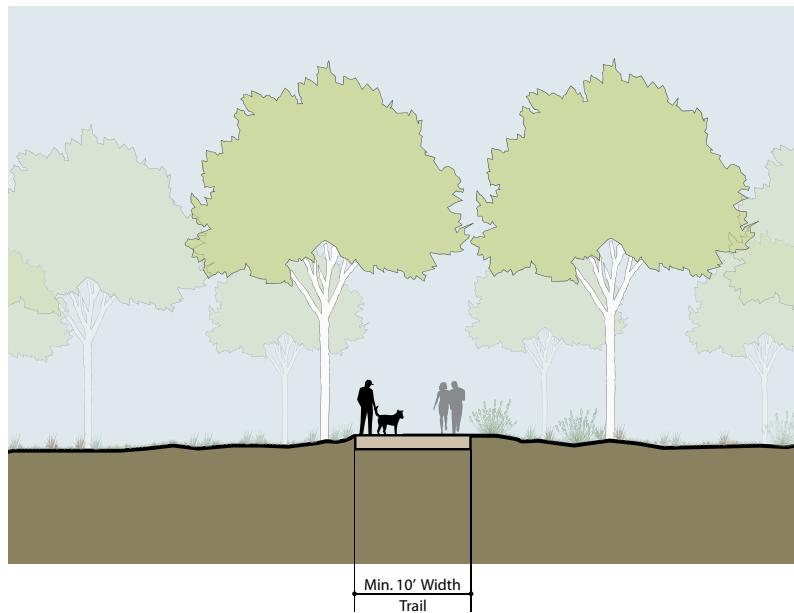
Figure 32: Trail Alignment Diagram

TRAIL CROSS-SECTIONS

The primary trail system will feature three different cross sections (Figure 33), depending on their context:

Greenbelt Trail (At-Grade):

The At-Grade Greenbelt Trail's purpose is to provide pedestrian and bike recreation within designated open space of the Downtown East District and along Gilleland Creek. The trail width is to be provided at a 10-ft. minimum. The trail's surface material shall be concrete to match the existing Gilleland Creek trailway. Grading for the at-grade Greenbelt Trail shall avoid root zones of significant trees and large stands of trees in general. Grading at the edges of the constructed trailway shall be blended into the natural environment and be revegetated appropriately with native species acceptable by the City of Pflugerville.



Fire Lane Trail:

The Fire Lane Trail's purpose is to provide a pedestrian and bikeway thoroughfare connecting Pflugerville's greater trail systems via the Downtown East District's northern and northwestern street grid border. This trail and its surface materials also provide a dual purpose for necessary infrastructure required by the City of Pflugerville for fire emergency access along the northern and western edges of Parcels 6 and 7. The trail's materials consist of a combination of reinforced gravel and reinforced turfgrass to accommodate bikes, pedestrians and fire vehicles. Materials identified for this trail are to utilize low-impact design strategies to reduce impervious cover allowing for surface drainage to occur and overall reduction in stormwater runoff and heat island reduction. The Fire Lane trail section is intended to complement the function of the Greenbelt as a Vegetative Buffer Yard, allowing for dense and diverse landscaping and tree plantings.

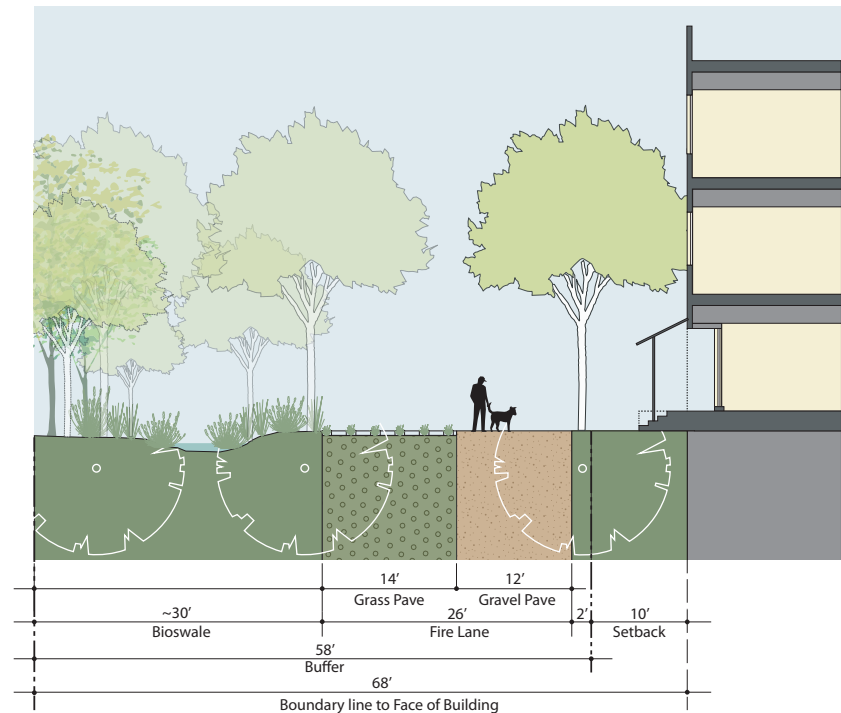
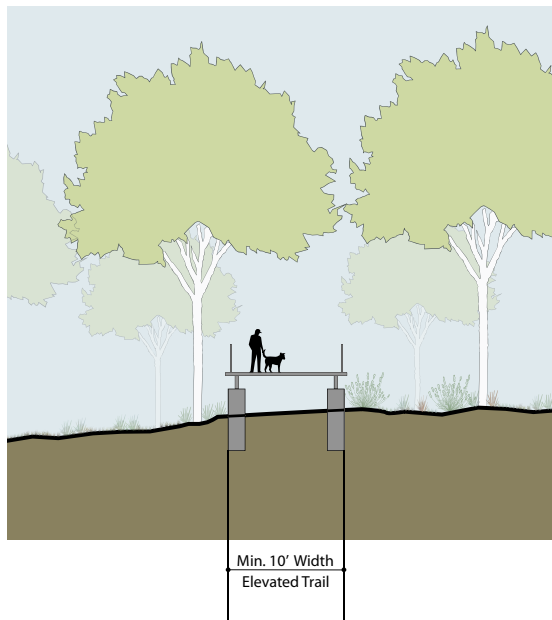


Figure 33: Trail Concept Sections

Greenbelt Trail (Elevated):

The Elevated Greenbelt Trail's purpose is to provide pedestrian and bike recreation within the designated open space of the Downtown East District and along Gilleland Creek in environmentally sensitive and grade-challenging areas. The trail width is to be provided at a 10-ft. minimum. The trail's surface material is proposed to match existing, concrete trailway infrastructure. The structure of the elevated trail system is suggested to utilize a piered approach to minimize interruption of drainage to Gilleland Creek. The piered system also is intended to minimize grading, provide a strategic means to floodplain avoidance, provide scenic vistas and to reduce the disturbance of existing natural conditions including creek banks and critical root zones of significant trees and large tree stands. The Elevated Greenbelt Trail shall be considered when trail construction occurs up to the



1/4 critical root zone of significant trees. Due to the elevated nature of a trailway system, railings/ guardrails shall be implemented where the City of Pflugerville requires fall protection. In the absence of railings/ guardrails, curbs (at 6-inches in height) shall be provided at the edges of the elevated trail.



*Elevated trails minimize impacts to existing landscape and drainage.
(Phil Hardberger Park, San Antonio)*

6.5 RECOMMENDATIONS TO IMPROVE THE ECOLOGICAL HEALTH OF THE GREENBELT

The Downtown East site features many unique environmental features including Gilleland Creek, limestone outcroppings, seeps and other wetland-like elements, and dense foliage. However, due to surrounding development, degradation due to farming, and the arrival of invasive species, the ecological health of these features has been diminished. Key to transforming the Greenbelt area of the District is the restoration of its ecological vitality. Strategies to improve the health of the Greenbelt include removing invasive species, restoring / increasing biodiversity, promoting soil health, reducing erosion, and maximizing water infiltration using current best means and practices.

Additionally, development of the trail system and the Greenbelt as a public open space should employ Low-Impact Development (LID) techniques to minimize negative effects of construction.

LID will minimize environmental impacts while providing access to the site's unique natural systems. Elevated boardwalks may be used for trails along slopes near the Creek, or in the vicinity of springs, seeps and rock outcroppings - instead of concrete slabs-on-grade. This allows increased groundwater infiltration and less concentrated surface stormwater flows, reducing soil erosion. Where on-grade trails are to be used, shallow, landscaped bioswales may be utilized to capture stormwater runoff, filtering it through plants and soil before releasing it slowly, thereby reducing flooding and erosion and promoting a healthy ecosystem.

By combining trail typologies with LID strategies, several goals are achieved:

- **Community connection** - The extended trail system creates a welcoming space for residents, fostering a sense of community and encouraging exploration of the surrounding environment. The creek greenbelt becomes an improved feature along the greater Heritage Loop Trail system.
- **Environmental protection** - LID techniques minimize pollution and protect the delicate ecosystems near the creek and rock outcroppings.
- **Enhanced user experience** - Diverse trail options cater to different preferences, while observation points and gathering nodes provide unique vantage points for appreciating the natural beauty.



6.6 CIVIC PLAZA

Vision:

The Civic Plaza is destined to become Pflugerville’s new heart, welcoming visitors and residents alike, for both day-to-day activities, as well as the weekly farmers’ market and the many special events that the City hosts throughout the year. A generous, 1.2-acre parcel has been set aside at the center of Downtown East, on axis with and to the north of City Hall, immediately west of the new Recreation Center, and immediately east of the pedestrianized D Street and Parcel 5, the highest priority development site in Phase One of the Project.

The Plaza will be centered with the City Hall and its entry features on the south will be placed to reinforce the north-south axis of the City Hall building, which will have a generous, recessed entry plaza giving on to its central lobby and milling area. This glazed space will allow the public to move all the way through the City Hall building, from its front door on Main Street to its “back” door which gives on to Gilleland Creek’s woodland area to the south. The City Hall building will provide connections from this elevated ground floor down to the trail level, so that trail and park users are welcomed from both sides of the building. (See Trail Alignment Diagram above.)

The Full Build-Out Program:

The City of Pflugerville is interested in establishing the key spaces and structuring framework for the new Civic Plaza, with the following program:

- Stage/Performance Area
- Permanent Food/Retail Building or Kiosk
- Outdoor Gathering
- Shaded Seating
- Events Lawn
- Splash Pad
- Public Art
- Children’s Play
- Permanent Food/Retail Pavilion

This program will be implemented in phases, with the initial phase being built as part of the overall Downtown East Phase One project. Generally, all of the first phase of the Civic Plaza would contain each of the above Full Build-Out elements, but some would be at a reduced scope or scale. For example, there may be a water element that is not a formal, hardscaped splash pad, but instead could be incorporated as a “nature play” element that will attract children and families, as indicated in Figure 34: Civic Plaza Concept Plan.

Of key importance in activating the Plaza is the role of **D Street**, the pedestrian-only promenade, designed to accommodate the Saturday Farmers Market, where typical 10-foot by 10-foot pop-up tents would be installed between each of the street trees. D Street could also accept food carts and trucks, and could host a variety of other temporary furnishings to support other markets and exhibitions.

Main Street and the City Hall itself will be major Plaza activators, so the treatment of the Plaza/park along its southern edge is critical in welcoming the public into this new civic space.





The Concept Plan:

This Concept Plan illustrates the key program spaces and elements of the park, which are arranged around a slightly sunken **Events Lawn** that defines this area as a special, more protected space, ideal for children’s informal play and any number of performances or special events.

A key design concept for the large open space of the **Lawn** (approximately 100 feet wide in the east-west direction; and 180 feet in the north-south direction) is to assure that its edges are occupiable and shaded. The step-down to the Lawn is created by edges of limestone “ledge stones”, which are naturally flat - top and bottom - stones that were actually quarried from geological ledges in the ground. They are generally from 12” to 24” high, making them a good height for a seat wall, which could be fairly continuous along the east and west sides of the Lawn. This creates an irregular, naturalistic and informal feel to the Plaza, and extends the sense of the Hill Country landscape into the Plaza. The Lawn’s irregular shape and its slightly-sloping surface are meant to dissuade its use for larger sports, like pick-up soccer games. Three or more large shade trees are planted strategically to frame the Lawn and provide an immediate shade and visual pop, again recalling the Central Texas Savannah or woodland landscape that is native to the Gilleland Creek corridor. The Lawn will be of artificial, pervious turf, so that it is both dog-friendly and crowd-tolerant. Its protruding ledgerrock seat-walls extend the space from D Street and the Recreation Center, giving these two areas room to flow into the new park, which is conceived to be the central space of the Downtown East District - the new heart of the city itself.

The **Stage** is located at the northwest corner of the site, backed by a curved wall to reflect sound towards the south-southeast, well away from the nearby single-family neighborhood to the north and east. In the first phase, the Stage could be as modest as an elevated wood deck of seat-wall height. Special events would bring in their own stage, scaffolding, lighting and sound systems. When not supporting events, the Stage could be used for Farmers’ Market tastings, cooking demonstrations and related casual dining, as well as a place for children’s play, small games, smaller, non-amplified performances, etc.

At the northern edge of the park, a small **Storage** and equipment building is attached to the curved wall Stage backdrop, and would allow for

Figure 34: Civic Plaza Concept Plan

some storage of furnishings, maintenance items, stacking litter bins, and a location for electrical panels, first aid, and small, miscellaneous items and space to support events.

Moving toward the south end of the sloping, sunken Lawn and in proximity to the Recreation Center, is a **Nature Play** area that will include modest water play features.

Immediately south of this area is a shaded **Trailhead**, equipped with benches, and outdoor fitness equipment, such as pull-up bars, a rubber mat surface for stretching and sit-ups, etc. Although not a part of the original program, the Trailhead, with its proximity to food vendors and retailers and the Recreation Center, will make an ideal meet-up place for friends or groups who want to “hit the trail” for walking, jogging, biking or rolling on the Heritage Loop Trail and beyond. A major wayfinding point could be established here, for orientation to the trail system, as well as to the Downtown East district and the many other civic and recreational facilities nearby.

Typically, a trailhead would be located adjacent to a public restroom, which would also provide drinking fountains and bike parking. It is assumed that drinking fountains with a bottle filler will be located near the main entry to the Recreation Center, so these would not be duplicated within the Plaza itself. It is also assumed that a public restroom serving



Nature Play areas can double as drainage infrastructure

the Plaza’s day-to-day users would be built as part of the Recreation Center, and that it will be accessible from the exterior of this building, so park patrons could enter it directly, without needing to access the Recreation Center lobby. Bike parking will be provided near the Trailhead, either in conjunction with bike racks related to the Recreation Center, or in addition to these, which should be highly visible from Main Street.

Provision for food trucks is made along the north curblin of Main Street, where the tree line along the street is interrupted by a weatherproof **Civic Canopy** that offers a shaded, dining and game space and a promenade zone connecting the south edge of the Recreation Center and future parking on Parcel 5. The Canopy is discontinuous at the center of the Plaza, which is also the center of the City Hall building, in order to preserve sightlines and a strong sense of connection between the two facilities.

Extending from this central axis, is a lightweight, vine-covered trellis or **Arbor** that brings park patrons into the Lawn area. This arbor helps connect criss-crossing pathways between D Street, the Trailhead, the Recreation Center and Parcel 5, while providing benches, a place to read or meet friends and a place for parents to keep an eye on children in the Nature Play area.



An example of a plaza with space for large seasonal decorations (Alpharetta, Georgia)

Appendix A:

Pflugerville Civic Center Preliminary Parking Needs Analysis Summary

Prepared by Walker Consultants



Date: May 16, 2024
To: Korin Crawford
Company: Griffin-Swinerton
Copy To:
From: Jeff Weckstein
Project Name: Pflugerville Civic Center – Preliminary Parking Needs Analysis Summary (Update)
Project Number: 25-003049.00

Background

The Pflugerville Civic Center project (the “Project”) in Pflugerville, TX, includes construction of a new City Hall building, Recreation Center, Civic Plaza, restaurant/retail, and, in a subsequent phase, development of several multi-family and mixed-use parcels on a greenfield site. Walker has been re-engaged to provide continued parking planning support, including analysis of the currently envisioned Phase 1 uses and three buildout land use scenarios. This memorandum details the results of the study.

Preliminary Land Use Program

The Phase 1 and buildout scenarios building programs are summarized below in Table 1. The project team should review the information in the table and provide any updates as applicable.

Table 1: Pflugerville Town Center Preliminary Land Use Program/Scenarios

Parcel	Land Use	Phase 1	Buildout Scenario 1	Buildout Scenario 2	Buildout Scenario 3
1	Hotel Restaurant Retail Office		130 Keys 6,000 sqft	2,500 sqft 2,500 sqft 60,000 sqft	7,500 sqft 7,500 sqft
2	City Hall City Hall Café General Office	50,952 sqft ¹ 1,250 sqft 14,000 sqft	89,750 sqft 1,250 sqft 14,000 sqft	89,750 sqft 1,250 sqft 14,000 sqft	89,750 sqft 1,250 sqft 14,000 sqft
3	Retail Restaurant Hotel Office		10,000 sqft	5,000 sqft 5,000 sqft 15,000 sqft	5,000 sqft 120 Keys
4	Recreation Center Restaurant Retail	128,210 sqft 7,500 sqft 3,000 sqft	128,210 sqft 7,500 sqft 3,000 sqft	128,210 sqft 7,500 sqft 3,000 sqft	128,210 sqft 7,500 sqft 3,000 sqft
5	Civic Plaza Restaurant Retail Cinema Multifamily	250 people	250 people 15,000 sqft 15,000 sqft	250 people 10,000 sqft 10,000 sqft 600 seats	250 people 10,000 sqft 10,000 sqft 220 du
6	Multifamily Office		140 du	350 du	200 du 100,000 sqft
7	Multifamily		134 du	315 du	315 du

Notes: sqft = square feet, du = dwelling units

1 = Physically City Hall is planned at 89,750 square feet; however, in Phase 1 a lower square footage was analyzed to align with current staff levels

Multifamily unit mix assumed 10% studio, 50% 1-bedroom, 40% 2-bedroom

250 represents estimated design day event attendance at civic plaza

Preliminary Parking Needs Analysis

Walker created a shared parking model based on the Urban Land Institute (ULI)/National Parking Association (NPA) shared parking model and Shared Parking publication for the proposed Project. Shared parking is an industry-accepted practice, and the Shared Parking publication is the current standard of analysis accepted by municipalities and even adopted into Municipal Codes throughout the country.

The following assumptions underpin the preliminary parking needs analysis for the project.

- Land use quantities as shown in Table 1.
- The recreation center was analyzed using the information in *Shared Parking* for the Library land use as a base, with time-of-day factors updated to reflect projected uses of the Center.
- The Civic Plaza was analyzed as a 250-seat amphitheater to simulate a 250-attendee design day event.
- For Phase 1, the service employee drive ratio is 88%, and the office employee drive ratio is 93% based on available US Census Means of Transportation to Work data for Pflugerville.

- For Buildout scenarios, the service employee drive ratio is 80%, and the office employee drive ratio is 92% based on available US Census Means of Transportation to Work data for Pflugerville and anticipated increases in transit connectivity for the site in the buildout conditions.
- A customer/visitor drive ratio of 99% for Phase 1 conditions and 97% for buildout scenarios.
- City Hall employee parking is signed as reserved for City Hall employees from 6:00 a.m. to 5:00 p.m. on weekdays but assumed to be shareable at night and on weekends.
- Fifty (50) parking spaces reserved 24/7 for City Fleet vehicles
- Two hundred (200) spaces are reserved for a future park-and-ride from 6:00 a.m. to 5:00 p.m. on weekdays, but they are assumed to be shareable at night and on weekends (buildout scenarios only).
- Resident parking is assumed to be reserved and segregated, but residential guest parking is considered part of the site's shared parking pool.

Parking Needs Analysis Results – Phase 1

Table 2 summarizes the results of the Phase 1 parking needs analysis for weekdays.

Table 2: Pflugerville Town Center Phase 1 – Projected Peak Weekday Parking Demand

Land Use	Project Data		Weekday					Weekday		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	2 PM	October								
Retail (<400 ksf)	3,000	sf GLA	2.90	99%	87%	2.49	ksf GLA	95%	69%	5
Employee			0.70	88%	100%	0.62		100%	78%	2
Fast Casual/Fast Food	8,750	sf GLA	12.40	99%	74%	9.06	ksf GLA	90%	96%	69
Employee			2.00	88%	100%	1.76		95%	100%	15
Outdoor Amphitheater	250	seats	0.30	100%	77%	0.23	seat	1%	50%	-
Employee			0.07	88%	100%	0.06		30%	60%	3
Rec Center	128,210	sf GLA	2.00	100%	87%	1.73	ksf GLA	60%	100%	134
Employee			0.25	88%	100%	0.22		75%	100%	22
Convention Center		sf GLA	5.50	100%	100%	5.50	ksf GLA	100%	85%	-
Employee			0.50	88%	100%	0.44		100%	95%	-
Office <25 ksf	14,000	sf GFA	0.30	99%	100%	0.30	ksf GFA	95%	100%	5
Reserved		empl	0.00	93%	100%	0.00		100%	100%	-
Employee			3.50	93%	100%	3.26		95%	100%	43
Government Office	50,952	sf GFA	1.19	99%	100%	1.18	ksf GFA	95%	100%	57
Reserved	1	emp	2.70	93%	100%	2.51		100%	100%	128
Customer/Visitor									270	
Employee									85	
CH Fleet Vehicles									50	
<u>Reserved CH Emp 6A-5P</u>									<u>128</u>	
Total									533	

As shown in Table 2 The projected peak weekday parking demand for Phase 1 is 533 parking spaces, projected to occur at 2:00 p.m.

Figure 1, on the next page, shows the projected accumulation of parking demand over the weekday for Phase 1 of the project.

Figure 1: Pflugerville Phase 1 Weekday Parking Demand by Hour

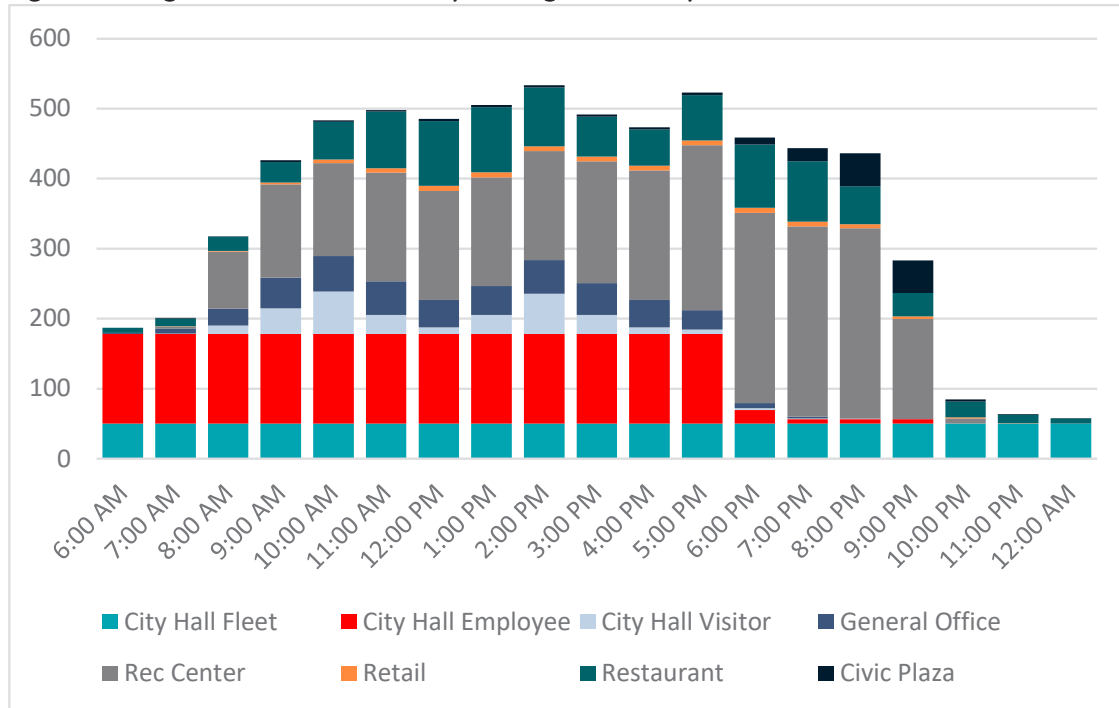


Table 3 summarizes the results of the Phase 1 parking needs analysis for weekends.

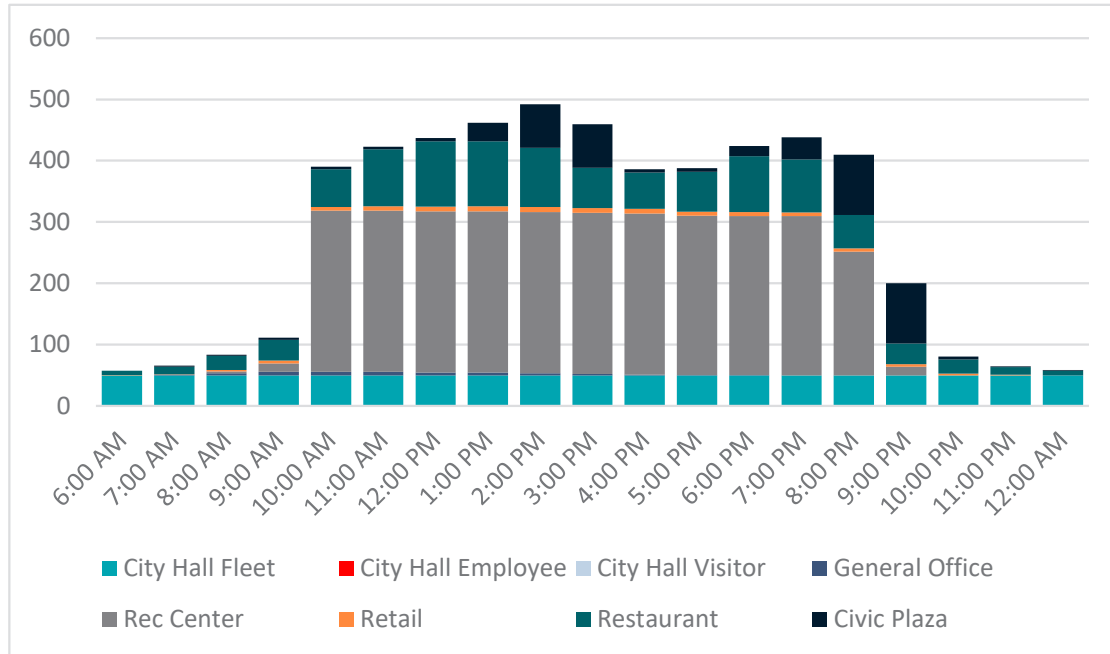
Table 3: Pflugerville Town Center Phase 1 – Projected Peak Weekend Parking Demand

Land Use	Project Data		Weekend					Weekend		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	2 PM	September								
Retail (<400 ksf)	3,000	sf GLA	3.20	99%	96%	3.05	ksf GLA	100%	66%	6
Employee			0.80	88%	100%	0.70		100%	76%	2
Fast Casual/Fast Food	8,750	sf GLA	12.70	99%	88%	11.07	ksf GLA	90%	93%	81
Employee			2.00	88%	100%	1.76		95%	100%	15
Outdoor Amphitheater	250	seats	0.33	100%	100%	0.33	seat	67%	100%	55
Employee			0.07	88%	100%	0.06		100%	100%	16
Rec Center	128,210	sf GLA	2.00	100%	96%	1.93	ksf GLA	100%	95%	235
Employee			0.25	88%	100%	0.22		100%	95%	28
Office <25 ksf	14,000	sf GFA	0.03	99%	100%	0.03	ksf GFA	50%	100%	-
Reserved		empl	0.00	93%	100%	0.00		100%	100%	-
Employee			0.35	93%	100%	0.33		60%	100%	3
Government Office	50,952	sf GFA	0.00	99%	100%	0.00	ksf GFA	50%	100%	-
Reserved	1	emp	0.00	93%	100%	0.00		100%	100%	-
Customer/Visitor										377
Employee										64
CH Fleet Vehicles										50
Reserved										-
Total										491

As shown in Table 3, projected peak weekend parking demand for Phase 1 is 491 parking spaces, which is projected to occur at 2:00 p.m.

Figure 2 shows the projected accumulation of parking demand over the day on the weekend for Phase 1.

Figure 2: Pflugerville Phase 1 Weekend Parking Demand by Hour



Parking Needs Analysis Results – Buildout Scenario 1

Table 4 summarizes the results of the Buildout Scenario 1 parking needs analysis for weekdays.

Table 4: Pflugerville Town Center Buildout Scenario 1 – Projected Peak Weekday Parking Demand

Land Use	Project Data		Weekday					Weekday		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	Quantity	Unit						1 PM	March	
Retail	18,000	sf GLA	2.90	97%	91%	2.57	ksf GLA	100%	70%	33
Employee			0.70	80%	99%	0.56		100%	79%	8
Fine/Casual Dining	5,000	sf GLA	13.25	97%	77%	9.87	ksf GLA	75%	98%	37
Employee			2.25	80%	99%	1.79		90%	100%	9
Family Restaurant	5,000	sf GLA	15.25	97%	77%	11.36	ksf GLA	90%	98%	51
Employee			2.15	80%	99%	1.71		100%	100%	9
Fast Casual/Fast Food	23,750	sf GLA	12.40	97%	74%	8.89	ksf GLA	100%	97%	204
Employee			2.00	80%	99%	1.59		100%	100%	38
Outdoor Amphitheater	250	seats	0.30	100%	10%	0.03	seat	1%	0%	-
Employee			0.07	80%	99%	0.06		30%	10%	-
Rec Center	128,210	sf GLA	2.00	100%	91%	1.83	ksf GLA	60%	100%	141
Employee			0.25	80%	99%	0.20		75%	100%	20
Hotel	130	keys	1.00	59%	100%	0.59	key	55%	90%	38
Hotel Employees	130	keys	0.15	80%	99%	0.12	key	100%	90%	14
Restaurant/Lounge	6,000	sf GLA	6.67	63%	90%	3.78	ksf GLA	100%	95%	22
Restaurant/Meeting Employees	6,000	sf GLA	1.20	80%	99%	0.95	ksf GLA	100%	100%	6
Residential										
Studio Efficiency	27	units	0.00	100%	100%	0.00	unit	50%	100%	-
1 Bedroom	137	units	0.00	100%	100%	0.00	unit	50%	100%	-
2 Bedrooms	110	units	0.00	100%	100%	0.00	unit	50%	100%	-
Reserved	100%	res spaces	1.20	100%	100%	1.20	unit	100%	100%	328
Visitor	274	units	0.10	97%	100%	0.10	unit	20%	100%	5
Office <25 ksf	14,000	sf GFA	0.30	97%	100%	0.29	ksf GFA	45%	100%	2
Employee			3.50	92%	96%	3.10		85%	100%	37
Government Office	89,750	sf GFA	1.19	97%	100%	1.15	ksf GFA	45%	100%	47
Reserved	1	emp	2.70	92%	100%	2.48		100%	100%	224
								Customer/Visitor		580
								Employee		141
								CH Fleet Vehicles		50
								Reserved CH Emp 6A-5P		224
								<u>Reserved Resident</u>		<u>328</u>
								SubTotal		1,323
								Park & Ride 6A-5P		200
								<i>Total with P&R</i>		<i>1,523</i>

As shown in Table 4, the projected peak weekday parking demand for Buildout Scenario 1 is 1,523 spaces, projected to occur at 1:00 p.m., including 200 spaces for a potential park-and-ride. Absent the park-and-ride, the projected peak weekday parking demand for Buildout Scenario 1 is 1,323 spaces.

Figure 3, on the next page, shows the projected accumulation of parking demand over the day on weekdays for Buildout Scenario 1.

Figure 3: Pflugerville Buildout Scenario 1 Weekday Parking Demand by Hour

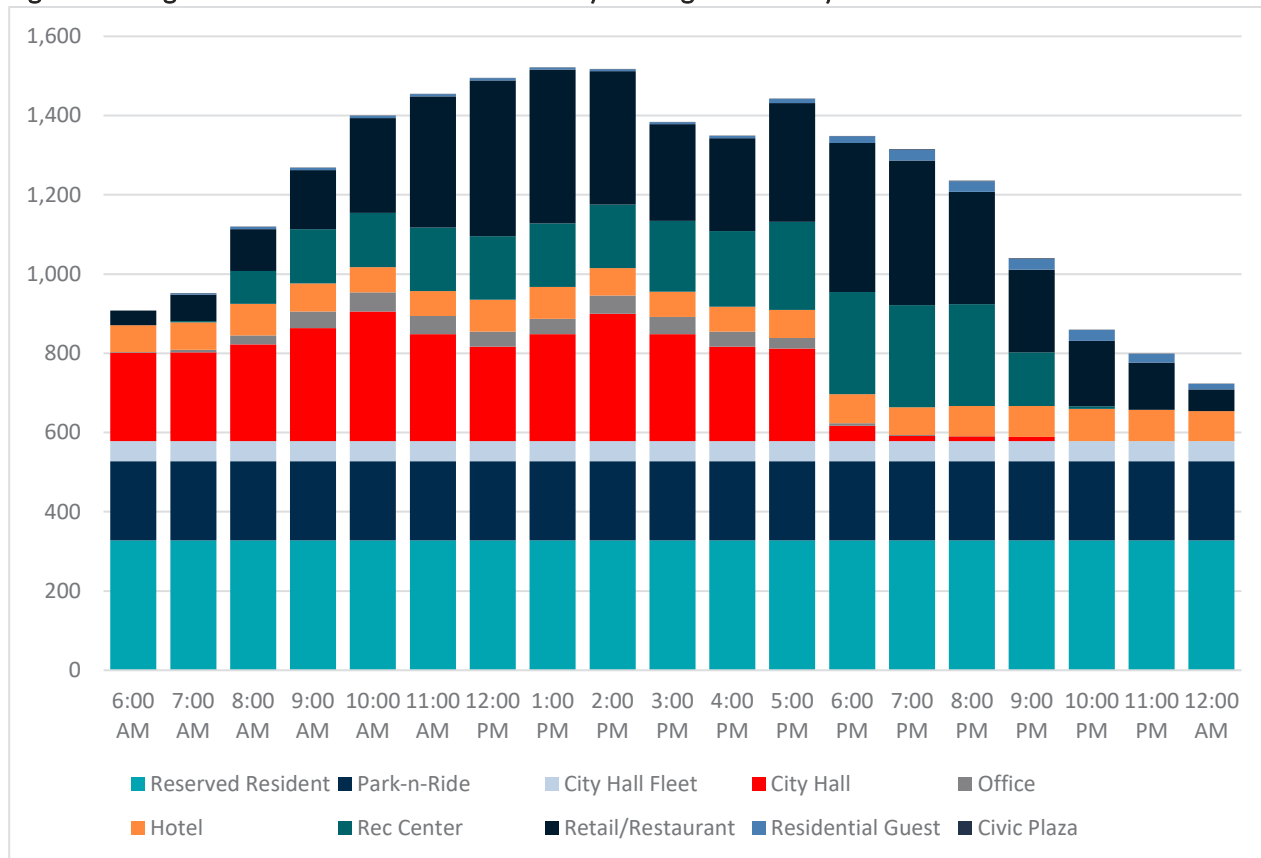


Table 5 summarizes the results of the Buildout Scenario 1 parking needs analysis for weekends.

Table 5: Pflugerville Town Center Buildout Scenario 1 – Projected Peak Weekend Parking Demand

Land Use	Project Data		Weekend					Weekend		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	12 PM	October								
Retail Employee	18,000	sf GLA	3.20	97%	94%	2.92	ksf GLA	95%	69%	36
			0.80	80%	99%	0.63		100%	78%	9
Fine/Casual Dining Employee	5,000	sf GLA	15.25	97%	82%	12.10	ksf GLA	50%	93%	31
			2.50	80%	99%	1.98		75%	100%	8
Family Restaurant Employee	5,000	sf GLA	15.00	97%	82%	11.91	ksf GLA	100%	93%	47
			2.10	80%	99%	1.67		100%	100%	9
Fast Casual/Fast Food Employee	23,750	sf GLA	12.70	97%	82%	10.08	ksf GLA	100%	96%	231
			2.00	80%	99%	1.59		100%	100%	38
Outdoor Amphitheater Employee	250	seats	0.33	100%	83%	0.27	seat	1%	50%	6
			0.07	80%	99%	0.06		30%	60%	9
Rec Center Employee	128,210	sf GLA	2.00	100%	94%	1.88	ksf GLA	100%	100%	241
			0.25	80%	99%	0.20		100%	100%	26
Hotel	130	keys	1.00	69%	100%	0.69	key	55%	95%	47
Hotel Employees	130	keys	0.15	80%	99%	0.12	key	100%	95%	15
Restaurant/Lounge	6,000	sf GLA	7.67	54%	30%	1.24	ksf GLA	100%	96%	7
Restaurant/Meeting Employees	6,000	sf GLA	1.33	80%	99%	1.05	ksf GLA	100%	100%	6
Residential										
Studio Efficiency	27	units	0.00	100%	100%	0.00	unit	68%	100%	-
1 Bedroom	137	units	0.00	100%	100%	0.00	unit	68%	100%	-
2 Bedrooms	110	units	0.00	100%	100%	0.00	unit	68%	100%	-
Reserved	100%	res spaces	1.20	100%	100%	1.20	unit	100%	100%	328
Visitor	274	units	0.15	97%	100%	0.15	unit	20%	100%	8
Office <25 ksf Employee	14,000	sf GFA	0.03	97%	100%	0.03	ksf GFA	20%	100%	1
			0.35	92%	96%	0.31		90%	100%	4
Government Office	89,750	sf GFA	0.00	97%	100%	0.00	ksf GFA	20%	100%	-
Reserved	1	emp	0.00	92%	100%	0.00		100%	100%	-
								Customer/Visitor		655
								Employee		124
								CH Fleet Vehicles		50
								Reserved CH Emp 6A-5P		-
								Reserved Resident		328
								SubTotal		1,157
								Park & Ride 6A-5P		20
								<i>Total with P&R</i>		<i>1,177</i>

As shown in Table 5, the projected peak weekend parking demand for Buildout Scenario 1 is 1,177 parking spaces, projected to occur at 12:00 p.m., including 20 spaces for a potential park-and-ride. Absent the park-and-ride, the projected peak weekend parking demand for Buildout Scenario 1 is 1,157 spaces.

Figure 4 shows the projected accumulation of parking demand over the day on the weekend for Buildout Scenario 1.

Figure 4: Pflugerville Buildout Scenario 1 Weekend Parking Demand by Hour

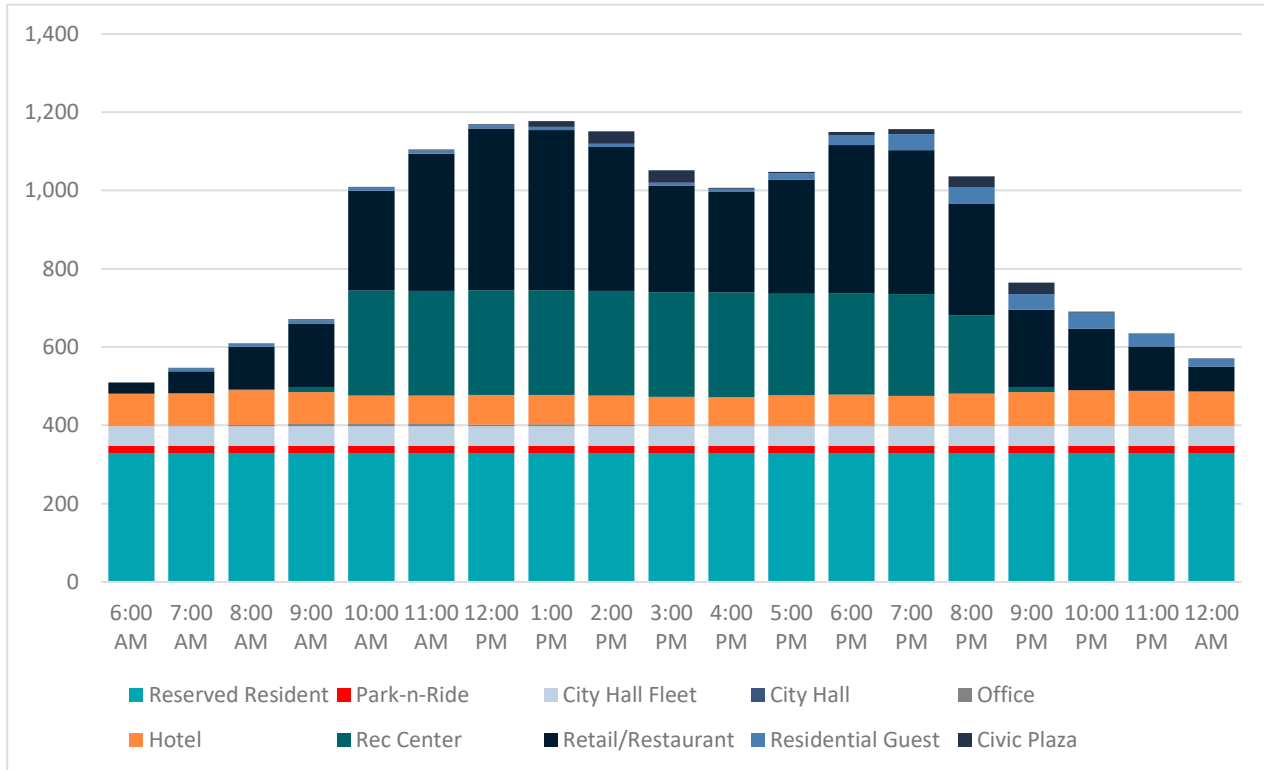


Table 6 summarizes Buildout Scenario 1 parking needs at peak, by parcel.

Table 6: Pflugerville Town Center Buildout Scenario 1 – Distribution of Peak Demand by Parcel

Weekday		Phase 1 (P2/P4)	Parcel 1	Parcel 3	Parcel 5	Parcel 6	Parcel 7	P&R	Total
Parking Demand	Customer/Visitor	271	60	80	163	3	3	200	780
	Employee/Resident	72	20	17	32	0	0	0	141
	Reserved	274	0	0	0	168	160	0	602
	Total	617	80	97	195	171	163	200	1523

Weekend		Phase 1 (P2/P4)	Parcel 1	Parcel 3	Parcel 5	Parcel 6	Parcel 7	P&R	Total
Parking Demand	Customer/Visitor	339	54	80	174	4	4	20	675
	Employee/Resident	54	21	16	33	0	0	0	124
	Reserved	50	0	0	0	168	160	0	378
	Total	443	75	96	207	172	164	20	1177

Note: P&R = Park-and-Ride

Parking Needs Analysis Results – Buildout Scenario 2

Table 7 summarizes the results of the Buildout Scenario 2 parking needs analysis for weekdays.

Table 7: Pflugerville Town Center Buildout Scenario 2 – Projected Peak Weekday Parking Demand

Land Use	Project Data		Weekday					Weekday		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	Quantity	Unit						2 PM	March	
Retail	18,000	sf GLA	2.90	97%	87%	2.45	ksf GLA	95%	70%	30
Employee			0.70	80%	98%	0.55		100%	79%	8
Fine/Casual Dining	10,000	sf GLA	13.25	97%	75%	9.64	ksf GLA	65%	98%	62
Employee			2.25	80%	98%	1.76		90%	100%	16
Fast Casual/Fast Food	18,750	sf GLA	12.40	97%	54%	6.50	ksf GLA	90%	97%	106
Employee			2.00	80%	98%	1.56		95%	100%	28
Specialty Movie Theatre	600	seats	0.18	100%	87%	0.16	seat	55%	45%	23
Employee			0.02	80%	98%	0.02		60%	55%	3
Outdoor Amphitheater	250	seats	0.30	100%	87%	0.26	seat	1%	0%	-
Employee			0.07	80%	98%	0.05		30%	10%	-
Rec Center	128,210	sf GLA	2.00	100%	87%	1.74	ksf GLA	60%	100%	134
Employee			0.25	80%	98%	0.20		75%	100%	19
Residential										
Studio Efficiency	67	units	0.00	100%	100%	0.00	unit	50%	100%	-
1 Bedroom	333	units	0.00	100%	100%	0.00	unit	50%	100%	-
2 Bedrooms	265	units	0.00	100%	100%	0.00	unit	50%	100%	-
Reserved	100%	res spaces	1.19	100%	100%	1.19	unit	100%	100%	794
Visitor	665	units	0.10	97%	100%	0.10	unit	20%	100%	13
Office <25 ksf	29,000	sf GFA	0.30	97%	100%	0.29	ksf GFA	95%	100%	8
Employee			3.50	92%	95%	3.06		95%	100%	85
Office 25 to 100 ksf	60,000	sf GFA	0.28	97%	100%	0.27	ksf GFA	95%	100%	16
Employee			3.34	92%	95%	2.92		95%	100%	167
Government Office	89,750	sf GFA	1.19	97%	100%	1.15	ksf GFA	95%	100%	99
Reserved	1	emp	2.70	92%	100%	2.48		100%	100%	224
Customer/Visitor										491
Employee										326
CH Fleet Vehicles										50
Reserved CH Emp 6A-5P										224
Reserved Resident										794
SubTotal										1,885
Park & Ride 6A-5P										200
<i>Total with P&R</i>										<i>2,085</i>

As shown in Table 7, the projected peak weekday parking demand for Buildout Scenario 2 is 2,085 spaces, and it is projected to occur at 2:00 p.m., including 200 spaces for a potential park-and-ride. Absent the park-and-ride, the projected peak weekday parking demand for Buildout Scenario 2 is 1,885 spaces.

Figure 5, on the next page, shows the projected accumulation of parking demand over the day on weekdays for Buildout Scenario 2.

Figure 5: Pflugerville Buildout Scenario 2 Weekday Parking Demand by Hour

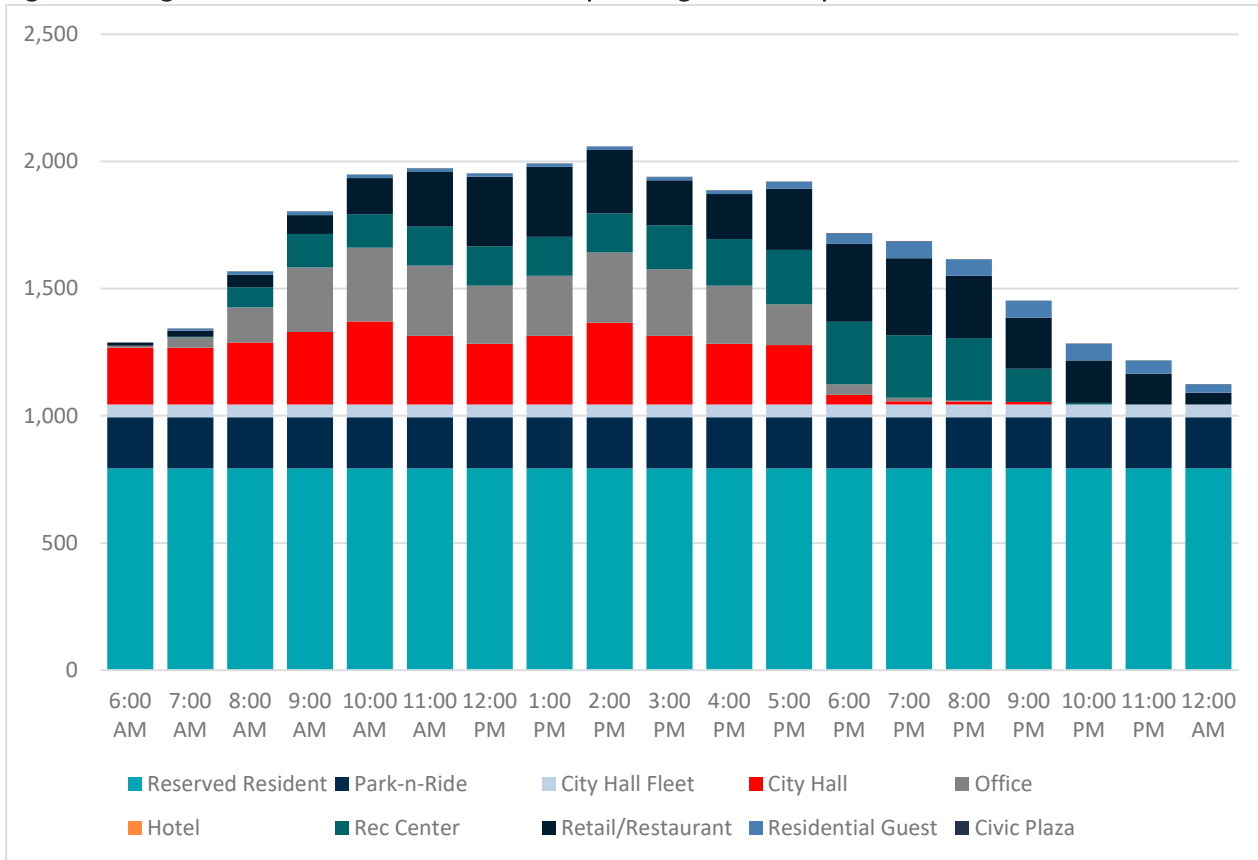


Table 8 summarizes the results of the Buildout Scenario 2 parking needs analysis for weekends.

Table 8: Pflugerville Town Center Buildout Scenario 2 – Projected Peak Weekend Parking Demand

Land Use	Project Data		Weekend					Weekend		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	Quantity	Unit						7 PM	May	
Retail Employee	18,000	sf GLA	3.20	97%	88%	2.73	ksf GLA	70%	72%	25
			0.80	80%	98%	0.63		80%	82%	8
Fine/Casual Dining Employee	10,000	sf GLA	15.25	97%	91%	13.52	ksf GLA	95%	99%	127
			2.50	80%	98%	1.96		100%	100%	20
Fast Casual/Fast Food Employee	18,750	sf GLA	12.70	97%	73%	9.03	ksf GLA	80%	99%	135
			2.00	80%	98%	1.56		90%	100%	27
Specialty Movie Theatre Employee	600	seats	0.29	100%	94%	0.27	seat	80%	70%	92
			0.01	80%	98%	0.01		100%	80%	4
Outdoor Amphitheater Employee	250	seats	0.33	100%	94%	0.31	seat	25%	100%	20
			0.07	80%	98%	0.05		100%	100%	14
Rec Center Employee	128,210	sf GLA	2.00	100%	88%	1.76	ksf GLA	100%	90%	203
			0.25	80%	98%	0.20		100%	90%	23
Residential Studio Efficiency	67	units	0.00	100%	100%	0.00	unit	55%	100%	-
1 Bedroom	333	units	0.00	100%	100%	0.00	unit	55%	100%	-
2 Bedrooms	265	units	0.00	100%	100%	0.00	unit	55%	100%	-
Reserved	100%	res spaces	1.19	100%	100%	1.19	unit	100%	100%	794
Visitor	665	units	0.15	97%	100%	0.15	unit	100%	100%	97
Office <25 ksf Employee	29,000	sf GFA	0.03	97%	100%	0.03	ksf GFA	0%	100%	-
			0.35	92%	95%	0.31		0%	100%	-
Office 25 to 100 ksf Employee	60,000	sf GFA	0.03	97%	100%	0.03	ksf GFA	0%	100%	-
			0.33	92%	95%	0.29		0%	100%	-
Government Office	89,750	sf GFA	0.00	97%	100%	0.00	ksf GFA	0%	100%	-
Reserved	1	emp	0.00	92%	100%	0.00		0%	100%	-
								Customer/Visitor		699
								Employee		96
								CH Fleet Vehicles		50
								Reserved CH Emp 6A-5P		-
								<u>Reserved Resident</u>		<u>794</u>
								SubTotal		1,639
								Park & Ride 6A-5P		20
								<i>Total with P&R</i>		<i>1,659</i>

As shown in Table 8, the projected peak weekend parking demand for Buildout Scenario 2 is 1,659 parking spaces, and it is projected to occur at 7:00 p.m., including 20 spaces for a potential park-and-ride. Absent the park-and-ride, the projected peak weekend parking demand for Buildout Scenario 2 is 1,639 spaces.

Figure 6 shows the projected accumulation of parking demand over the day on the weekend for Buildout Scenario 2.

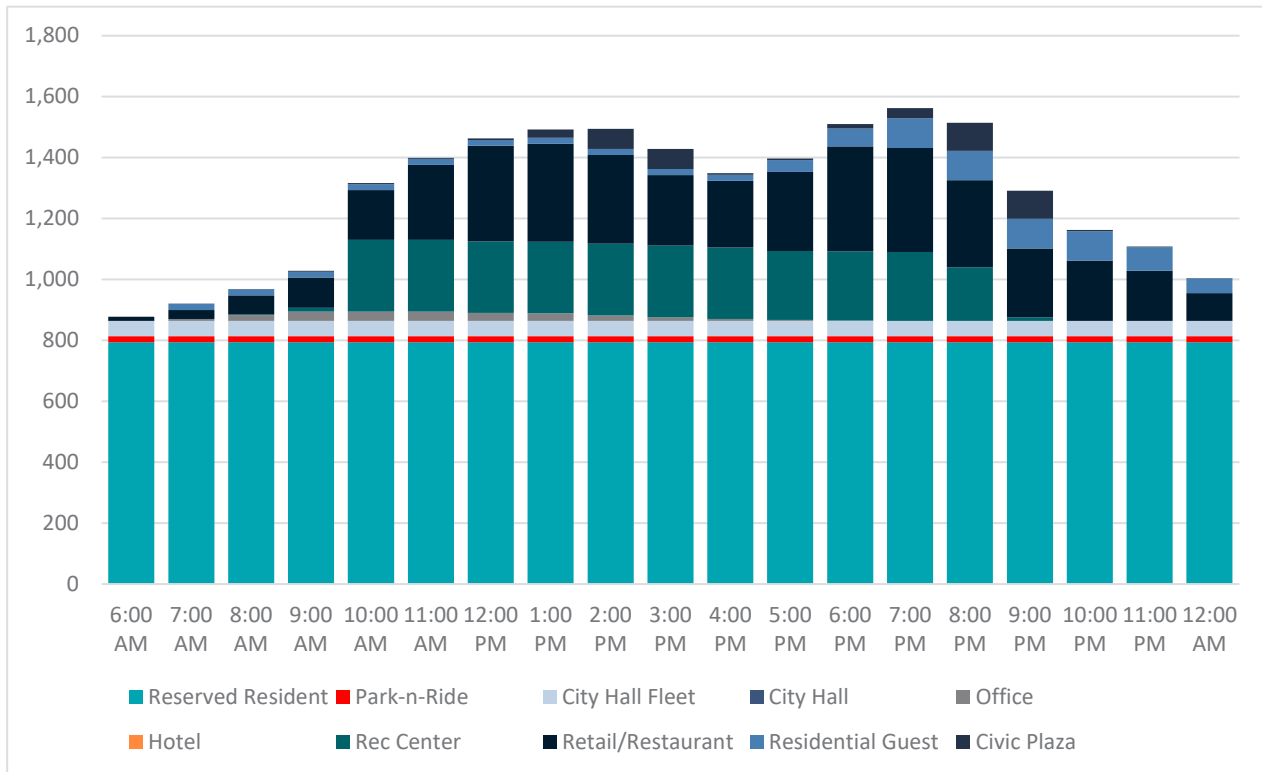
Figure 6: Pflugerville Buildout Scenario 2 Weekend Parking Demand by Hour


Table 9 summarizes Buildout Scenario 2 parking needs at peak by parcel.

Table 9: Pflugerville Town Center Buildout Scenario 2 – Distribution of Peak Demand by Parcel

Weekday		Phase 1 (P2/P4)	Parcel 1	Parcel 3	Parcel 5	Parcel 6	Parcel 7	P&R	Total
Parking Demand	Customer/Visitor	293	34	53	98	7	6	200	691
	Employee/Resident	74	172	57	23	0	0	0	326
	Reserved	274	0	0	0	418	376	0	1068
	Total	641	206	110	121	425	382	200	2085
Weekend		Phase 1 (P2/P4)	Parcel 1	Parcel 3	Parcel 5	Parcel 6	Parcel 7	P&R	Total
Parking Demand	Customer/Visitor	292	21	84	205	51	46	20	719
	Employee/Resident	51	5	15	25	0	0	0	96
	Reserved	50	0	0	0	418	376	0	844
	Total	393	26	99	230	469	422	20	1659

Note: P&R = Park-and-Ride

Parking Needs Analysis Results – Buildout Scenario 3

Table 10 summarizes the results of the Buildout Scenario 3 parking needs analysis for weekdays.

Table 10: Pflugerville Town Center Buildout Scenario 3 – Projected Peak Weekday Parking Demand

Land Use	Project Data		Weekday					Weekday		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	Quantity	Unit						2 PM	April	
Retail	20,500	sf GLA	2.90	97%	87%	2.44	ksf GLA	95%	67%	32
Employee			0.70	80%	98%	0.55		100%	77%	9
Fine/Casual Dining	5,000	sf GLA	13.25	97%	57%	7.30	ksf GLA	65%	94%	23
Employee			2.25	80%	98%	1.76		90%	100%	8
Family Restaurant	3,750	sf GLA	15.25	97%	57%	8.40	ksf GLA	50%	94%	15
Employee			2.15	80%	98%	1.68		100%	100%	7
Fast Casual/Fast Food	17,500	sf GLA	12.40	97%	41%	4.99	ksf GLA	90%	95%	74
Employee			2.00	80%	98%	1.56		95%	100%	26
Outdoor Amphitheater	250	seats	0.30	100%	10%	0.03	seat	1%	10%	-
Employee			0.07	80%	98%	0.05		30%	50%	2
Rec Center	128,210	sf GLA	2.00	100%	87%	1.74	ksf GLA	60%	100%	134
Employee			0.25	80%	98%	0.20		75%	100%	19
Hotel	120	keys	1.00	59%	100%	0.59	key	60%	100%	42
Hotel Employees	120	keys	0.15	80%	98%	0.12	key	100%	100%	14
Restaurant/Lounge	5,000	sf GLA	6.67	63%	90%	3.78	ksf GLA	33%	92%	6
Restaurant/Meeting Employee	5,000	sf GLA	1.20	80%	98%	0.94	ksf GLA	100%	100%	5
Residential										
Studio Efficiency	74	units	0.00	100%	100%	0.00	unit	50%	100%	-
1 Bedroom	368	units	0.00	100%	100%	0.00	unit	50%	100%	-
2 Bedrooms	293	units	0.00	100%	100%	0.00	unit	50%	100%	-
Reserved	100%	res spaces	1.19	100%	100%	1.19	unit	100%	100%	878
Visitor	735	units	0.10	97%	100%	0.10	unit	20%	100%	14
Office <25 ksf	14,000	sf GFA	0.30	97%	100%	0.29	ksf GFA	95%	100%	5
Employee			3.50	92%	95%	3.06		95%	100%	41
Office =100 ksf	100,000	sf GFA	0.25	97%	100%	0.24	ksf GFA	95%	100%	23
Employee			3.15	92%	95%	2.76		95%	100%	262
Government Office	89,750	sf GFA	1.19	97%	100%	1.15	ksf GFA	95%	100%	99
Reserved	1	emp	2.70	92%	100%	2.48		100%	100%	224
Customer/Visitor 467 Employee 393 CH Fleet Vehicles 50 Reserved CH Emp 6A-5P 224 Reserved Resident 878 SubTotal 2,012										
Park & Ride 6A-5P 200										
Total with P&R 2,212										

As shown in Table 10, the projected peak weekday parking demand for Buildout Scenario 3 is 2,212 spaces, and it is projected to occur at 2:00 p.m., including 200 spaces for a potential park-and-ride. Absent the park-and-ride, the projected peak weekday parking demand for Buildout Scenario 3 is 2,012 spaces.

Figure 7, on the next page, shows the projected accumulation of parking demand over the day on weekdays for Buildout Scenario 3.

Figure 7: Pflugerville Buildout Scenario 3 Weekday Parking Demand by Hour

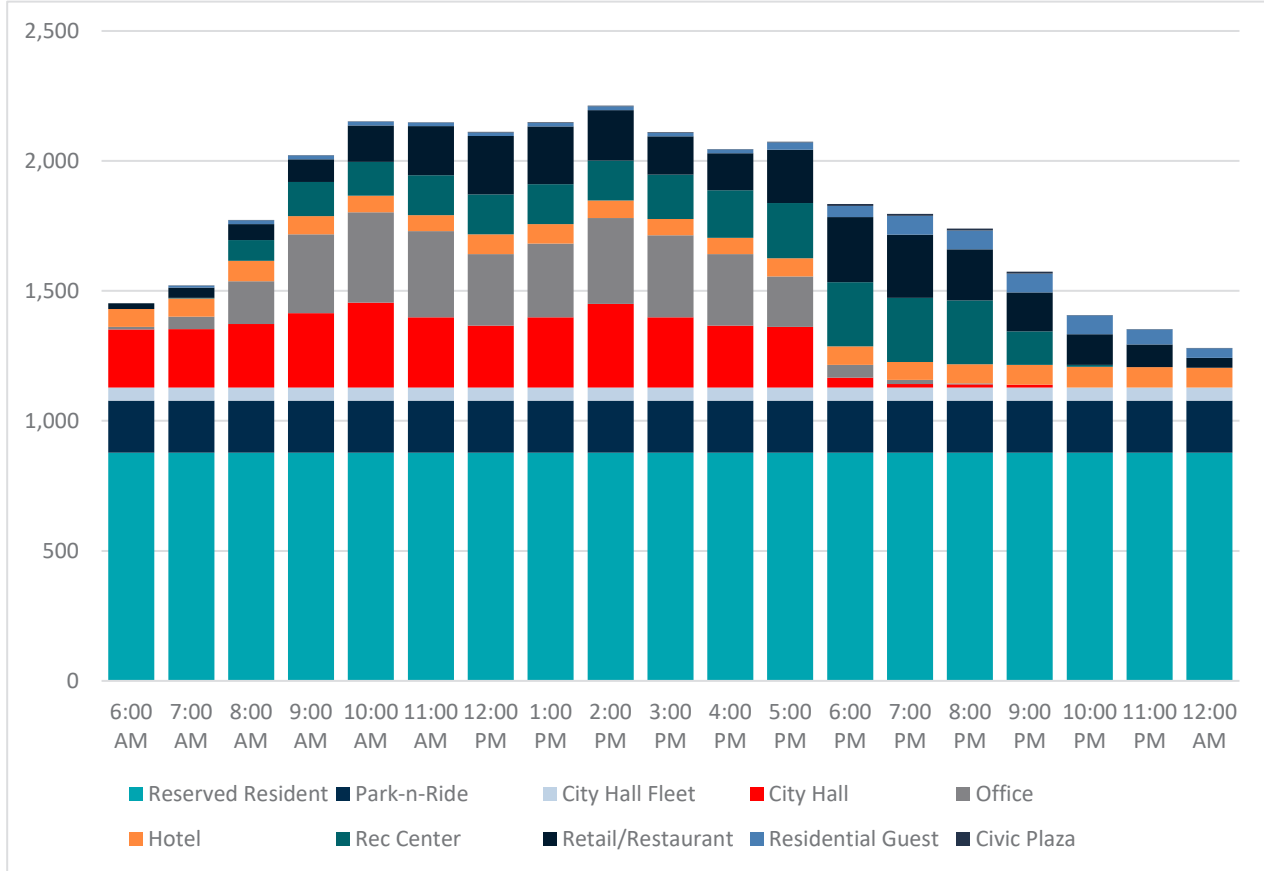


Table 11 summarizes the results of the Buildout Scenario 3 parking needs analysis for weekends.

Table 11: Pflugerville Town Center Buildout Scenario 3 – Projected Peak Weekend Parking Demand

Land Use	Project Data		Weekend					Weekend		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	Quantity	Unit						7 PM	October	
Retail	20,500	sf GLA	3.20	97%	88%	2.74	ksf GLA	70%	69%	27
Employee			0.80	80%	98%	0.62		80%	78%	8
Fine/Casual Dining	5,000	sf GLA	15.25	97%	80%	11.79	ksf GLA	95%	93%	52
Employee			2.50	80%	98%	1.95		100%	100%	10
Family Restaurant	3,750	sf GLA	15.00	97%	80%	11.60	ksf GLA	70%	93%	29
Employee			2.10	80%	98%	1.64		95%	100%	6
Fast Casual/Fast Food	17,500	sf GLA	12.70	97%	65%	8.05	ksf GLA	80%	96%	109
Employee			2.00	80%	98%	1.56		90%	100%	25
Outdoor Amphitheater	250	seats	0.33	100%	33%	0.11	seat	25%	50%	3
Employee			0.07	80%	98%	0.05		100%	60%	8
Rec Center	128,210	sf GLA	2.00	100%	88%	1.76	ksf GLA	100%	100%	227
Employee			0.25	80%	98%	0.20		100%	100%	26
Hotel	120	keys	1.00	69%	100%	0.69	key	75%	95%	59
Hotel Employees	120	keys	0.15	80%	98%	0.12	key	20%	95%	3
Restaurant/Lounge	5,000	sf GLA	7.67	54%	30%	1.24	ksf GLA	60%	96%	4
Restaurant/Meeting Employee	5,000	sf GLA	1.33	80%	98%	1.04	ksf GLA	100%	100%	5
Residential										
Studio Efficiency	74	units	0.00	100%	100%	0.00	unit	55%	100%	-
1 Bedroom	368	units	0.00	100%	100%	0.00	unit	55%	100%	-
2 Bedrooms	293	units	0.00	100%	100%	0.00	unit	55%	100%	-
Reserved	100%	res spaces	1.19	100%	100%	1.19	unit	100%	100%	878
Visitor	735	units	0.15	97%	100%	0.15	unit	100%	100%	108
Office <25 ksf	14,000	sf GFA	0.03	97%	100%	0.03	ksf GFA	0%	100%	-
Employee			0.35	92%	95%	0.31		0%	100%	-
Office =100 ksf	100,000	sf GFA	0.03	97%	100%	0.03	ksf GFA	0%	100%	-
Employee			0.32	92%	95%	0.28		0%	100%	-
Government Office	89,750	sf GFA	0.00	97%	100%	0.00	ksf GFA	0%	100%	-
Reserved	1	emp	0.00	92%	100%	0.00		0%	100%	-
								Customer/Visitor		618
								Employee		91
								CH Fleet Vehicles		50
								Reserved CH Emp 6A-5P		-
								Reserved Resident		878
								SubTotal		1,637
								Park & Ride 6A-5P		20
								Total with P&R		1,657

As shown in Table 11, the projected peak weekend parking demand for Buildout Scenario 3 is 1,657 parking spaces, projected to occur at 7:00 p.m., including 20 spaces for a potential park-and-ride. Absent the park-and-ride, the projected peak weekend parking demand for Buildout Scenario 3 is 1,637 spaces.

Figure 8 shows the projected accumulation of parking demand over the day on the weekend for Buildout Scenario 3.

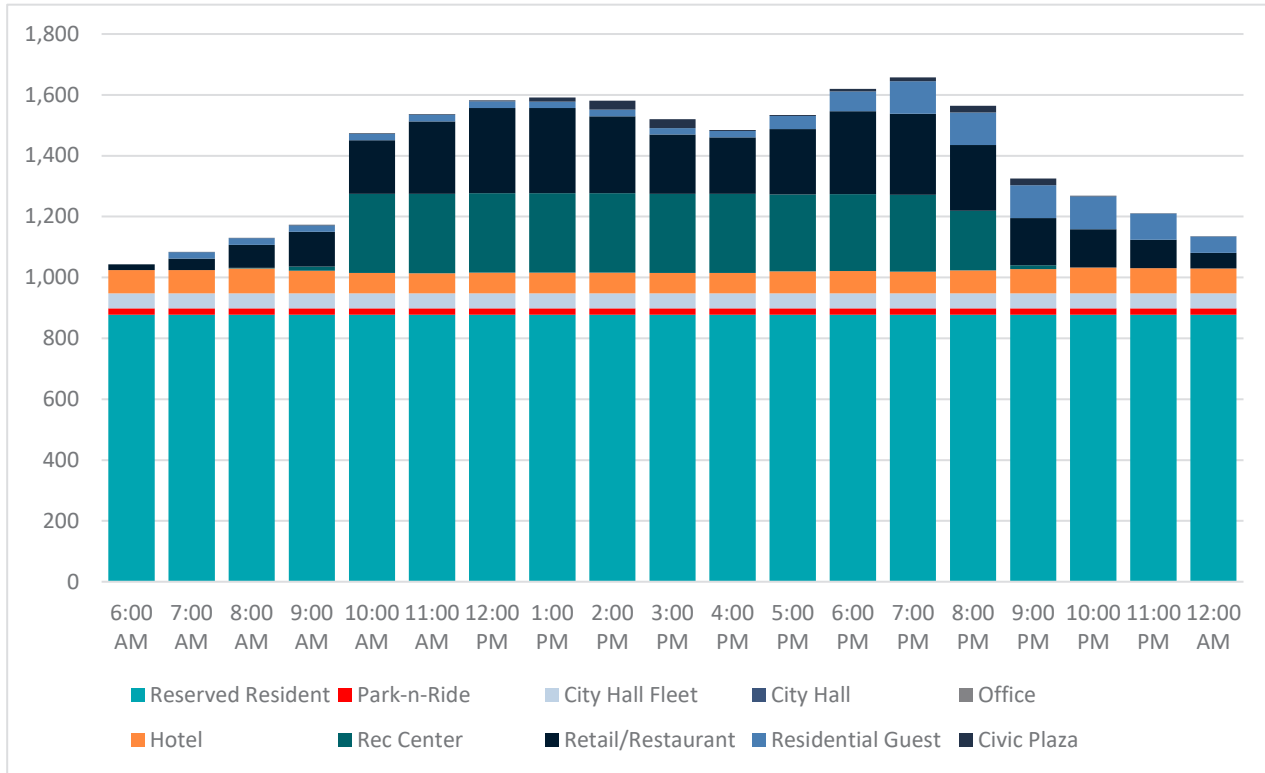
Figure 8: Pflugerville Buildout Scenario 3 Weekend Parking Demand by Hour


Table 12 summarizes Buildout Scenario 3 parking needs at peak, by parcel.

Table 12: Pflugerville Town Center Buildout Scenario 3 – Distribution of Peak Demand by Parcel

Weekday		Phase 1 (P2/P4)	Parcel 1	Parcel 3	Parcel 5	Parcel 6	Parcel 7	P&R	Total
Parking Demand	Customer/Visitor	279	43	48	64	27	6	200	667
	Employee/Resident	77	16	19	19	262	0	0	393
	Reserved	274	0	0	263	239	376	0	1152
	Total	630	59	67	346	528	382	200	2212

Weekend		Phase 1 (P2/P4)	Parcel 1	Parcel 3	Parcel 5	Parcel 6	Parcel 7	P&R	Total
Parking Demand	Customer/Visitor	290	62	63	128	29	46	20	638
	Employee/Resident	48	14	8	21	0	0	0	91
	Reserved	50	0	0	263	239	376	0	928
	Total	388	76	71	412	268	422	20	1657

Note: P&R = Park-and-Ride

EXHIBIT E

INSURANCE REQUIREMENTS

1. INSURANCE DURING THE TERM OF THE LEASE

Lessee shall obtain and keep in force, or cause to be obtained and kept in force, the following policies of insurance, in accordance with the terms of this Section. Copies of these policies or other evidence of insurance as may be specified by Lessor shall be delivered to Lessor promptly when received by Lessee. Each policy shall be obtained and be effective prior to the performance of any work or commencement of any activity intended to be insured by each policy.

1.1. Builder's Risk. Builder's risk course of construction insurance policy, covering all Improvements and FF&E at the Project (or each of the three particular Project Components) while in transit and at any temporary off-site location; all materials, supplies, machinery, fixtures and equipment intended to become a permanent part of the Project or for permanent use in the Project or incidental to the construction; all temporary structures at the Project that are to be used in or incidental to the fabrication, erection, testing, or completion of the Project to the extent the cost thereof is included in the Approved Development Budget, while on or about the Project awaiting or during construction. The builder's risk policy:

- (a) shall be maintained at least until Final Acceptance of the Project or of the three particular Project Components if the builder's risk policy is limited to the particular Project Component;
- (b) shall be in an amount not less than the sum of the Construction Agreement (excluding the cost of demolition and excavation), hereafter defined as "Full Insurable Value";
- (c) shall be written on an all risk basis, including coverage for the perils of equipment breakdown, flood, named storm, water intrusion, earth movement, collapse and terrorism, and subject to aggregate sublimits of not less than the Full Insurable Value;
- (d) LEG 3 or equivalent;
- (e) shall include delayed start-up ("DSU") coverage for not less than 180 days of debt service of \$10,000 per day with a deductible period not to exceed 30 days; and
- (f) deductibles shall not exceed \$50,000 (except LEG 3, which shall not exceed \$150,000).

Named Insureds: Lessee, Contractor, all Subcontractors

First Loss Payee: Lessor, as its interests may appear

1.2. Professional Liability Insurance. A professional liability insurance policy for each party providing design professional services, which policy shall:

- (a) be in the following amount based on the contract value of the design professional's contract:

Contract Value	Limits (per claim/aggregate)
Less than \$1 M	\$1M / \$2M
\$1 M - \$10 M	\$2M / \$4M
More than \$10 M	\$2.5M / \$5M

- (b) have coverage for rectification of design errors discovered prior to Substantial Completion
- (c) be on a "claims-made" basis; and
- (d) have an extended reporting or discovery "tail" period, or be renewed for a period, of not less than ten years after the Effective Date.

Such policy shall have a retroactive date effective before the commencement of any design.

The primary design professional also shall maintain its practice policy until the statute of repose expires in an amount not less than \$5,000,000, which policy shall be primary to the above. In addition, Lessee shall maintain an Owner's Protective Professional Indemnity policy until the statute of repose expires in an amount not less than \$2,000,000 to cover the professional acts of its professional consultants not under the scope of the Construction Agreement.

1.3. Commercial General Liability. A project specific "wrap-up" commercial general liability insurance policy on the latest ISO Form CG 00 01 and covering liabilities arising out of the construction of the Project or each of the three particular Project Components. Endorsements shall include the broadest commercially available endorsements in Texas narrowing Coverage A exclusions j(5), j(6), and l. The products and completed operations liability coverage shall be maintained for a period of not less than 10 years following Substantial Completion or the Statute of Repose, whichever occurs first. The insurance shall apply separately for each insured against whom a claim is made or a lawsuit is brought, subject only to the insurance policy limits of liability. This insurance policy shall:

- (a) have minimum limits of \$2,000,000 combined single limit each occurrence, \$2,000,000 combined single limit aggregate for products/completed operations and \$4,000,000 combined single limit aggregate for other than products/completed operations.
- (b) be maintained throughout the Term until Substantial Completion and provide extended coverage for Contractor and enrolled Subcontractors with respect to warranty repairs.

First Named Insured: Lessee

Additional Named Insureds: Contractor, Lessor, Lessee, all enrolled Subcontractors

1.4. Business Auto Liability. A Business auto liability insurance policy on ISO Form CA 00 01 with limits of liability of not less than \$1,000,000 combined single limit per accident, which requirement may be met by any combination of primary and excess coverage so long as the excess is written on a "follow form" basis. The insurance must cover liability arising from the ownership, maintenance or use of any auto, including owned, hired or non-owned autos, assigned to or used in connection with the construction of the Project.

Named Insureds: Any entity operating autos in connection with the Improvements

1.5. Workers' Compensation and Employers' Liability. Workers' compensation as required by Applicable Law, and employers' liability insurance having coverage limits of \$1,000,000 for each accident, \$1,000,000 for disease (each employee), and \$1,000,000 for disease (policy limit).

The minimum limits may be satisfied with a combination of primary employers' liability and excess liability insurance.

Waiver of right of recovery (subrogation) to the benefit of: Lessor and its Indemnitees

1.6. Excess Liability. A project specific excess liability insurance policy with minimum limits of \$50,000,000 combined single limit each occurrence, \$50,000,000 combined single limit aggregate for products/completed operations and \$50,000,000 combined single limit aggregate for other than products/completed operations. Lessee may have Contractor provide the excess insurance. There will be one excess liability insurance policy with the foregoing limits that will apply to all of the Project Components (not one excess liability insurance policy for each Project Component).

This insurance shall include and "follow form" the commercial general liability as required above on the applicable schedule of underlying insurance. This insurance shall afford insured status to all individuals and entities required to be insureds on underlying insurance, to the same extent as the underlying insurance.

1.7. Contractor Pollution Liability. A contractor pollution liability insurance policy written on an occurrence form with limits of not less than \$5,000,000 and a \$5,000,000 project aggregate limit, covering liability due to pollution caused by or exacerbated by construction activities, including mold and other airborne pollutants. If the policy is provided on a "claims made" form, Lessee shall cause the Contractor to continue such coverage, either through policy renewals or purchase of an extended discovery period, if such coverage is available, for not less than three years following Substantial Completion.

Named Insured: Contractor

Additional Insured: Lessor and its Indemnitees

2. GENERAL POLICY REQUIREMENTS

2.1. Policy Requirements. Each policy of insurance required under this Appendix shall:

- (a) be in a form approved by Lessor, such approval not to be unreasonably withheld;
- (b) be non-contributing with and shall apply only as primary and not excess to any other insurance, self-insurance, or other risk financing program available to Lessor;
- (c) contain an undertaking by the insurers to notify Lessor in writing not less than 30 days before any cancellation or termination;
- (d) where Lessor is a named or additional insured, insure the Indemnitees; and
- (e) Include a waiver of all rights of subrogation or action which insurers may acquire against Lessor or its Indemnitees.

2.2. Waiver of Insurance Requirements. If Lessee does not fulfill all requirements of Required Insurance, it shall forward a written request to Lessor for a waiver in writing of the requirements not met or approval in writing of alternate insurance coverage or self-insurance arrangements. If Lessor denies the request, Lessee, must comply with the requirements as specified in this Lease. Failure of Lessor to obtain copies of the policies or other evidence of full compliance with the insurance requirements or failure of Lessor to identify a deficiency in the policies or evidence provided shall not be construed as a waiver of any obligation to maintain the Required Insurance.

2.3. Lessor Acceptance of Insurance. No acceptance or approval of any insurance by Lessor shall be construed as relieving or excusing any other party, or their surety from any liability or obligation imposed upon any of them by the provisions of this Lease. Nothing herein shall be construed as permitting Lessee, Contractors, or any Subcontractor to allow the insurance coverage required by this Lease to lapse.

2.4. Subcontractors. Lessee shall require all Subcontractors to maintain during the term of this Lease commercial general liability insurance, business auto liability insurance, workers' compensation and employers' liability insurance to the same extent required of Contractors, except as otherwise agreed to by Lessor or to the extent coverage to all named insureds and additional insureds is provided under a policy provided by Lessee or Contractor. Subcontractors' certificates of insurance shall be provided to Lessor immediately upon request.

2.5. Deductibles. Deductibles under the Commercial General Liability Wrap-Up shall be borne pro-rata by the party responsible for the loss up to the amount of their normal CGL deductible. Deductibles

under the Builder's Risk shall be paid up to \$25,000 by the negligent party(ies) responsible for the loss. In the event of an act of God or other unattributable loss, Builder's Risk deductibles may be paid from remaining Construction Contingency. Any deductibles or retentions of \$250,000 or greater shall be disclosed by Lessee or Contractors and are subject to Lessor's written approval. Except as otherwise provide in this paragraph 2.5, any deductible or retention amounts elected by Lessee, Contractors, or any Subcontractors or imposed by Lessee's, Contractors' or any Subcontractor's insurers shall be the sole responsibility of the party with the deductible or retention and are not chargeable as costs to be reimbursed or paid by Lessor.

3. EVIDENCE OF INSURANCE

Upon the issue of a policy of insurance, and otherwise upon request by Lessor, Lessee shall deliver to Lessor a copy of the policy of insurance or other evidence of adequate insurance permitted by and acceptable to Lessor. Lessee, acting reasonably, may redact proprietary information from the copy of the policies delivered to Lessor. Upon request by Lessor, Lessee shall deliver proof of payment of premiums for insurance required to be effected pursuant to this Exhibit. No review or approval of any insurance certificate or insurance policy by Lessor shall derogate from or diminish Lessor's rights under this Lease.

EXHIBIT F

FORM OF LESSOR APPROVAL

Notice of Lessor Approval

Reference is hereby made to that certain Ground Lease Agreement between the City of Pflugerville, Texas ("**Lessor**") and Griffin/Swinerton, LLC ("**Lessee**"), executed as of November [___], 2024 (as amended, the "**Ground Lease**"). All capitalized terms used herein shall have the meaning given thereto in the Ground Lease.

Pursuant to Section [SECTION REFERENCE] of the Ground Lease, the undersigned Designated Representative of Lessor hereby approves of [DESCRIBE SUBJECT OF APPROVAL] on behalf of Lessor. This Notice of Lessor Approval shall be effective solely for the express purposes of [SECTION REFERENCE] of the Ground Lease, and nothing contained in this Notice of Lessor Approval shall be construed as a waiver of any other rights or interests of Lessor under the Ground Lease.

LESSOR'S DESIGNATED REPRESENTATIVE:

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT G

SALES AND USE TAX EXEMPTION CERTIFICATE

(appears on immediately following page)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency City of Pflugerville	
Address (Street & number, P.O. Box or Route number) 100 E. Main Street, Suite 100	Phone (Area code and number) 512-990-6100
City, State, ZIP code Pflugerville, TX 78660	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

The above described items are exempt from Texas Sales and Use Tax because the purchased items will be incorporated into real property owned by the City of Pflugerville, Texas, for the primary use and benefit of the City of Pflugerville, and therefore exempt pursuant to § 151.311, Tex. Tax Code.

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser sign here ▶	Title	Date
---------------------------------	-------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

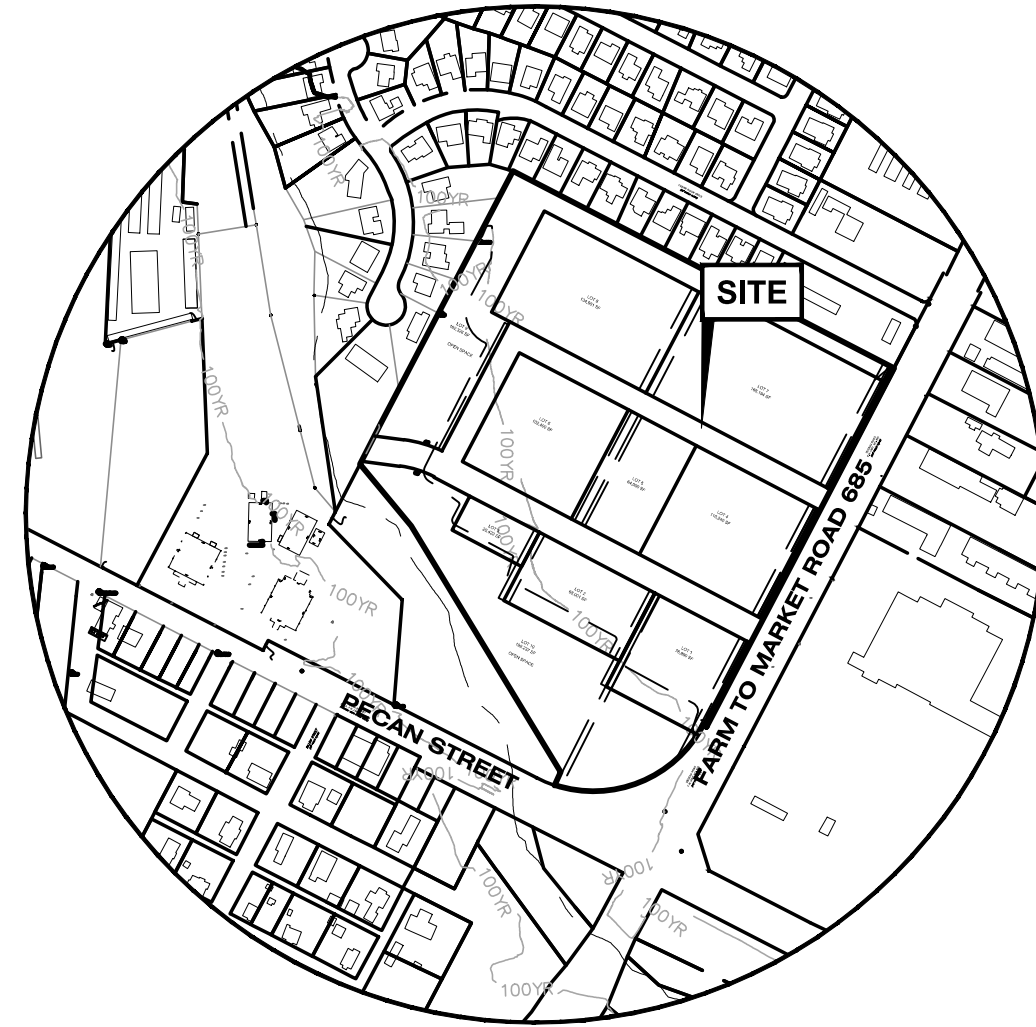
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

EXHIBIT H

SCHEDULE OF FINAL CIVIL PLANS AND SPECIFICATIONS

(appears on immediately following page)



VICINITY MAP

1" = 500'

OWNER: CITY OF PFLUGERVILLE
 PO BOX 589
 PFLUGERVILLE, TEXAS 78691-0589
 (512) 990-6100

MASTER DEVELOPER: GRIFFIN SWINERTON
 260 TOWNSEND ST #1719
 SAN FRANCISCO, CALIFORNIA
 (415) 421-2980

ENGINEER: GarzaEMC, LLC.
 7708 RIALTO BLVD, SUITE 125
 AUSTIN, TEXAS 78735
 (512) 298-3284

LANDSCAPE ARCHITECT: DWG.
 9128 CONGRESS AVE,
 AUSTIN, TEXAS 78701
 (512) 320-0668

FLOODPLAIN INFORMATION:

SOME PORTION OF THE TRACT LIES WITHIN THE 100 YEAR AND 500 YEAR FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAPS 48453C0280J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS INCORPORATED AREAS. THE TRACT WAS DETERMINED TO BE IN THE 100 YEAR AND 500 YEAR FLOODPLAIN AS DEFINED BY THE CITY OF PFLUGERVILLE.

LEGAL DESCRIPTION:

LOTS 1-10, BLOCK A, DOWNTOWN EAST SUBDIVISION ACCORDING TO THE PLAT RECORDED AS DOC. NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

BENCHMARK NOTE:

- TOPOGRAPHIC & TREE SURVEY OF A PORTION THE C.S. PARISH SURVEY NO.2, ABSTRACT NO. 621 CITY OF PFLUGERVILLE, TRAVIS COUNTY TEXAS BY 4WARD LAND SURVEYING DATED 03/07/2024
- TBM #1 - COTTON SPINDLE FOUND ON TOP OF CONCRETE SIDEWALK ON THE NORTH SIDE OF FARM TO MARKET ROAD 1825, ±1,000' WEST OF FARM TO MARKET ROAD 885, AND ±6' WEST FROM A LIGHT POLE ON THE NORTH SIDE OF FARM TO MARKET ROAD 1825. ELEVATION = 686.67'
 - TBM #2 - COTTON SPINDLE FOUND ON TOP OF CONCRETE SIDEWALK ON THE NORTHEAST INTERSECTION CORNER OF FARM TO MARKET ROAD 1825 AND FARM TO MARKET ROAD 885, AND ±22' WEST FROM A DRAIN INLET TO THE NORTH SIDE OF FARM TO MARKET ROAD 1825. ELEVATION = 678.72'

- TITLE, TOPOGRAPHIC DESIGN, AND TREE SURVEY BY ATS ENGINEERS, INSPECTORS, & SURVEYORS DATED 08/08/2022
- BM NO. 1 - COTTON SPINDLE SET IN SIDEWALK; COORDINATES: N: 10,133,501.33 - E: 3,152,582.04 ELEVATION = 686.67'
 - BM NO. 2 - COTTON SPINDLE SET IN SIDEWALK; COORDINATES: N: 10,133,031.94 - E: 3,153,570.47 ELEVATION = 678.72'
 - BM NO. 3 - COTTON SPINDLE SET IN CURB; N: 10,134,456.42 - E: 3,154,214.24 ELEVATION = 697.94'

UTILITY PROVIDERS

ATMOS
 GEORGE TURCIOS
 3110 N. I-35
 ROUND ROCK, TX 78681

ONCOR
 JAIME DOMINGUEZ
 350 TEXAS AVE
 ROUND ROCK, TX 78681

WATER & WASTEWATER
 CITY OF PFLUGERVILLE
 100 E MAIN ST, STE 100
 PFLUGERVILLE, TX 78660

TRAFFIC IMPACT ANALYSIS
 AUTHOR: HDR TIMOTHY GRIMES
 DATE: 10/11/2023

WATER MODEL
 AUTHOR: GARZAEMC
 DATE: 09/09/2024

WASTEWATER ANALYSIS
 AUTHOR: GARZAEMC
 DATE: 09/09/2024

ENGINEERING REPORT
 AUTHOR: GARZAEMC
 DATE: 07/29/2024

DRAINAGE REPORT
 AUTHOR: GARZAEMC
 DATE: 06/10/2024 & 08/26/2024

CITY OF PFLUGERVILLE- DEVELOPMENT SERVICES CENTER PLANNING, ENGINEERING, & BUILDING DEPARTMENTS
 100 W MAIN ST,
 PFLUGERVILLE, TX 78660

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #2
 203 E PECAN ST,
 PFLUGERVILLE, TEXAS 78660

TRAFFIC CONTROL NOTES:

THIS NOTE IS BEING PLACED ON THE PLAN SET IN PLACE OF TEMPORARY TRAFFIC CONTROL STRATEGY WITH THE FULL UNDERSTANDING THAT, AT A MINIMUM OF 6 WEEKS PRIOR TO THE START OF CONSTRUCTION, A TEMPORARY TRAFFIC CONTROL PLAN MUST BE REVIEWED AND APPROVED BY THE RIGHT OF WAY MANAGEMENT DIVISION. THE OWNER/REPRESENTATIVE FURTHER RECOGNIZE THAT REVIEW FEE, AS PRESCRIBED BY THE MOST CURRENT VERSION OF THE CITY'S FEE ORDINANCE, SHALL BE PAID EACH TIME A PLAN OR PLAN REVISION IS SUBMITTED TO RIGHT OF WAY MANAGEMENT DIVISION FOR REVIEW.

SUBDIVISION CONSTRUCTION PLANS

FOR

DOWNTOWN EAST INFRASTRUCTURE

FILE NO. : CON2024-000278
 ADDRESS : FM 685 & E. PECAN ST.

SUBMITTAL DATE : JULY 29, 2024

SUBMITTED BY : _____ DATE _____
 ANNA MERRYMAN, P.E.
 GarzaEMC, LLC.
 7708 RIALTO BLVD, SUITE 125
 AUSTIN, TEXAS 78735
 (512) 298-3284

PLAN SUBMITTALS:

NO.	DATE	COMMENTS
1	07/29/2024	INITIAL SUBMITTAL
2	09/09/2024	UPDATE 1

I, ANNA MERRYMAN, P.E., CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

NO.	DESCRIPTION	REVISE (R) ADD (A) VOID (V) SHEET NO.'S	TOTAL # SHEETS IN PLAN SET	NET CHANGE IMP. COVER (sq. ft.)	TOTAL SITE IMP. COVER (sq. ft.) [%]	CITY OF PFLUGERVILLE APPROVAL/DATE	APPLICANT/ENGINEER APPROVAL/DATE	DATE IMAGED

APPROVED FOR ACCEPTANCE:

- _____
CITY OF PFLUGERVILLE PLANNING AND DEVELOPMENT SERVICES ENGINEERING DATE _____
- _____
CITY OF PFLUGERVILLE DEVELOPMENT SERVICES ENGINEERING DATE _____
- _____
TEXAS DEPARTMENT OF TRANSPORTATION DATE _____
- _____
CITY OF PFLUGERVILLE FIRE DEPARTMENT DATE _____
- _____
CITY OF PFLUGERVILLE WATER UTILITY DEPARTMENT DATE _____



7708 Rialto Blvd., Suite 125
 Austin, Texas 78735
 Tel. (512) 298-3284 Fax (512) 298-2592
 TBPE # F-14629
 Garza EMC, LLC © Copyright 2024

Sheet List Table

SHEET NUMBER	SHEET TITLE		
001	COVER SHEET	103	TRAFFIC SIGNAL PLAN 10
002	SHEET LIST	104	TRAFFIC SIGNAL PLAN 11
003	GENERAL CONSTRUCTION NOTES	105	TRAFFIC SIGNAL PLAN 12
004	FINAL PLAT 1	106	TRAFFIC SIGNAL PLAN 13
005	FINAL PLAT 2	107	TRAFFIC SIGNAL PLAN 14
006	TREE LIST	108	TRAFFIC SIGNAL PLAN 15
007	MASTER EXISTING CONDITIONS & DEMOLITION PLAN	109	TRAFFIC SIGNAL PLAN 16
008	EXISTING CONDITIONS & DEMOLITION PLAN A	110	TRAFFIC SIGNAL PLAN 17
009	EXISTING CONDITIONS & DEMOLITION PLAN B	111	TRAFFIC SIGNAL PLAN 18
010	MASTER EROSION & SEDIMENTATION CONTROL PLAN	112	TRAFFIC SIGNAL PLAN 19
011	EROSION & SEDIMENTATION CONTROL PLAN A	113	TREE PROTECTION NOTES & MITIGATION CALCULATIONS SHEET
012	EROSION & SEDIMENTATION CONTROL PLAN B	114	TREE REMOVAL & PRESERVATION PLAN
013	EROSION & SEDIMENTATION CONTROL DETAILS	115	TREE REPLACEMENT PLAN
014	EROSION & SEDIMENTATION CONTROL DETAILS	116	TREE DETAILS SHEET 1
015	MASTER SITE PLAN	117	TREE DETAILS SHEET 2
016	SITE PLAN A	118	LANDSCAPE & HARDSCAPE 1
017	SITE PLAN B	119	LANDSCAPE & HARDSCAPE 2
018	SITE PLAN C	120	LANDSCAPE & HARDSCAPE 3
019	SITE PLAN D	121	LANDSCAPE & HARDSCAPE 4
020	SITE PLAN E		
021	SITE PLAN DETAILS 1		
022	SITE PLAN DETAILS 2		
023	SITE PLAN DETAILS 3		
024	SITE PLAN DETAILS 4		
025	SITE PLAN DETAILS 5		
026	SITE PLAN DETAILS 6		
027	SITE PLAN DETAILS 7		
028	SITE PLAN DETAILS 8		
029	SITE PLAN DETAILS 9		
030	MASTER PAVING PLAN		
031	MAIN STREET PAVING PLAN & PROFILE 1		
032	MAIN STREET PAVING PLAN & PROFILE 2		
033	B STREET & C STREET PAVING PLAN & PROFILES		
034	C STREET PAVING PLAN & PROFILE		
035	STREET SECTIONS		
036	MASTER GRADING PLAN		
037	GRADING PLAN A		
038	GRADING PLAN B		
039	GRADING PLAN C		
040	GRADING PLAN D		
041	GRADING PLAN E		
042	MASTER DRAINAGE PLAN		
043	STORM SEWER LINE B PLAN & PROFILE		
044	STORM SEWER LINE B01 TO B05 PLAN & PROFILE		
045	STORM SEWER LINE B06 TO B09 PLAN & PROFILE		
046	STORM SEWER LINE C PLAN & PROFILE 1 OF 2		
047	STORM SEWER LINE C PLAN & PROFILE 2 OF 2		
048	STORM SEWER LINE C01 TO C04 PLAN & PROFILE		
049	STORM SEWER LINE C05 TO C09 PLAN & PROFILE		
050	STM FM685		
051	STORM SEWER DETAILS 1		
052	STORM SEWER DETAILS 2		
053	STORM SEWER DETAILS 3		
054	STORM SEWER DETAILS 4		
055	EXISTING DRAINAGE AREA MAP		
056	PROPOSED DRAINAGE AREA MAP		
057	INLET DRAINAGE AREA MAP		
058	INLET DRAINAGE CALCULATIONS		
059	MASTER WATER & WASTEWATER PLAN		
060	WATER LINE A PLAN & PROFILE		
061	WATER LINE B PLAN & PROFILE 1 OF 2		
062	WATER LINE B PLAN & PROFILE 2 OF 2		
063	WATER LINE C PLAN & PROFILE		
064	WATER LINE D PLAN & PROFILE		
065	WASTEWATER LINE A (1 OF 2), A-4 TO A-5 PLAN & PROFILE		
066	WASTEWATER LINE A (1 OF 2), A-1 TO A-3 PLAN & PROFILE		
067	WASTEWATER LINE B PLAN & PROFILE		
068	WASTEWATER LINE C AND C-1 PLAN & PROFILE		
069	WASTEWATER LINE D AND D-1 PLAN & PROFILE		
070	WASTEWATER LINE E AND E-1 PLAN & PROFILE		
071	WATER & WASTEWATER DETAILS 1		
072	WATER & WASTEWATER DETAILS 2		
073	WATER & WASTEWATER DETAILS 3		
074	WATER & WASTEWATER DETAILS 4		
075	MASTER DRY UTILITY PLAN		
076	COMM A PLAN & PROFILE 1 OF 2		
077	COMM A PLAN & PROFILE 2 OF 2		
078	COMM B PLAN & PROFILE		
079	COMM C PLAN & PROFILE		
080	COMM D PLAN & PROFILE		
081	ELECTRICAL PLAN		
082	ELEC A PLAN & PROFILE 1 OF 2		
083	ELEC A PLAN & PROFILE 2 OF 2		
084	ELEC B PLAN & PROFILE		
085	ELEC C PLAN & PROFILE		
086	ELEC D PLAN & PROFILE		
087	DRY UTILITY DETAILS		
088	SLEEVING PLAN		
089	STRIPING & SIGNAGE PLAN A		
090	TXDOT DETAILS 1		
091	TXDOT DETAILS 2		
092	TXDOT DETAILS 3		
093	TXDOT DETAILS 4		
094	TRAFFIC SIGNAL PLAN 1		
095	TRAFFIC SIGNAL PLAN 2		
096	TRAFFIC SIGNAL PLAN 3		
097	TRAFFIC SIGNAL PLAN 4		
098	TRAFFIC SIGNAL PLAN 5		
099	TRAFFIC SIGNAL PLAN 6		
100	TRAFFIC SIGNAL PLAN 7		
101	TRAFFIC SIGNAL PLAN 8		
102	TRAFFIC SIGNAL PLAN 9		

REVISION	NO.	DATE



7708 Rialto Blvd., Suite #125
Austin, Texas 78725
Tel: (512) 298-3284 Fax: (512) 298-2592
TBPE # F-14629
Garza EMC, LLC © Copyright, 2024

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANNA MERRYMAN TX P.E. #133786 ON THE DATE SHOWN ON THE DATE STAMP. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

SHEET LIST

**DOWNTOWN EAST INFRASTRUCTURE
FM 685 & E. PECAN ST.
CITY OF PFLUGERVILLE**

DRAWN BY:	DESIGNED BY:	QA / QC:	PROJECT NO.:
			113996-0001

SHEET
002
OF 121

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



EXHIBIT I

SCHEDULE OF PRELIMINARY CIVIL PLANS AND SPECIFICATIONS

(appears on immediately following page)



ARCHITECTURE ENGINEERING INTERIOR DESIGN
LANDSCAPE ARCHITECTURE PLANNING
469-899-5100 Office
LPADesignStudios.com
1801 North Lamar Street, Suite 150
Dallas, Texas 75202

INTERNAL REVIEW ONLY
DOCUMENT INCOMPLETE, NOT
INTENDED FOR PERMITTING,
BIDDING, OR CONSTRUCTION
ARCHITECT: GRIF SWINERTON
TX ARCH REG NO 16771

PFLUGERVILLE CITY HALL - DOWNTOWN EAST PFLUGERVILLE, TX 78660

PROJECT NUMBER
31433

Submittal	Date
50% SCHEMATIC DESIGN	05/03/2024
100% SCHEMATIC DESIGN	06/07/2024

_____ AUTHORIZED REPRESENTATIVE CITY OF PFLUGERVILLE	_____ DATE	_____ AUTHORIZED REPRESENTATIVE GRIF SWINERTON DEVELOPER	_____ DATE
--	---------------	---	---------------

_____ AUTHORIZED REPRESENTATIVE LPA, INC ARCHITECT	_____ DATE	_____ AUTHORIZED REPRESENTATIVE SWINERTON/SULZERS CONTRACTOR	_____ DATE
---	---------------	---	---------------

REVIEW / APPROVAL

CONSTRUCTION NOTES

1. ALL CONSTRUCTION & MATERIALS SHALL BE AS SPECIFIED & IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, LAWS, PERMITS & THE CONTRACT DOCUMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE PLACEMENT OF ALL NEW CONSTRUCTION ON THE SITE.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL EXG SURVEY MONUMENTS WHICH MAY BE DISTURBED THROUGH CONSTRUCTION ACTIVITIES DEEMED NECESSARY FOR PRESERVATION BY THE CIVIL ENGINEER. IF SUCH MONUMENTS WERE DISTURBED, THE APPLICANT SHALL HAVE A LICENSED LAND SURVEYOR QUALIFIED CIVIL ENGINEER REESTABLISH ANY SUCH MONUMENT DAMAGED OR DESTROYED DURING THE CONSTRUCTION OF THE PROJECT & SUBMIT "PRELIMINARY CORNER RECORDS" TO THE CIVIL ENGINEER AFTER REPLACEMENT. AFTER APPROVAL BY THE CIVIL ENGINEER, THE APPLICANT SHALL FILE THE CORNER RECORDS WITH THE COUNTY SURVEYOR. PRIOR TO THE EXONERATION OF ANY SECURITY, EVIDENCE OF SUCH FILING SHALL BE FURNISHED TO THE CIVIL ENGINEER.
4. THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT TRUCK ROUTES SHALL BE STEERED AWAY FROM RESIDENTIAL AREAS.
5. THE CONTRACTOR SHALL ENSURE THAT TRUCKS HAULING DIRT ON PUBLIC ROADS TO & FROM THE SITE SHALL BE COVERED OR WILL MAINTAIN A 6" DIFFERENTIAL BETWEEN THE MAX HGT OF ANY HAULED MATERIAL & THE TOP OF THE HAUL TRAILER. HAUL TRUCK DRIVERS SHALL WATER THE LOAD PRIOR TO LEAVING THE SITE TO PREVENT SOIL LOSS DURING TRANSPORT.
6. THE CONTRACTOR SHALL ENSURE THAT GRADED SURFACES USED FOR OFF ROAD PARKING, MATERIALS LAY-DOWN, OR AWAITING FUTURE CONSTRUCTION SHALL BE STABILIZED FOR DUST CONTROL AS NEEDED. FREQUENTLY ACCESSED UNPAVED AREAS SHALL BE PAVED AS EARLY AS POSSIBLE TO MINIMIZE DIRT TRACKOUT TO PUBLIC RIGHTS-OF-WAY.
7. THE CONTRACTOR SHALL COORDINATE ANY LANE CLOSURES OR DETOURS WITH THE CITY/COUNTY. FLAG PERSONS & APPROPRIATE TRAFFIC CONTROL DEVICES SHALL BE USED AS NEEDED TO MINIMIZE CONSTRUCTION ACTIVITY INTERFERENCE WITH OFF-SITE-TRAFFIC.
8. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS & SITE CONDITIONS BEFORE STARTING WORK. SHOULD A DISCREPANCY APPEAR IN THE CONTRACT DOCUMENTS OR BETWEEN THE CONTRACT DOCUMENTS & EXISTING CONDITIONS, NOTIFY THE ARCHITECT AT ONCE FOR INSTRUCTION ON HOW TO PROCEED.
9. SHOULD A CONFLICT OCCUR BETWEEN DWGS & SPECIFICATIONS, THE MORE COSTLY CONDITION SHALL TAKE PRECEDENCE, UNLESS A WRITTEN DECISION FROM THE ARCHITECT HAS BEEN OBTAINED WHICH DESCRIBES A CLARIFICATION OR ALTERNATE METHOD AND/OR MATERIALS.
10. THE CONTRACTOR SHALL CONFINE HIS OPERATION ON THE SITE TO AREAS PERMITTED BY OWNER.
11. THE JOBSITE SHALL BE MAINTAINED IN A CLEAN, ORDERLY CONDITION FREE OF DEBRIS & LITTER & SHALL NOT BE UNREASONABLY ENCUMBERED WITH ANY MATERIALS OR EQUIPMENT. EACH SUBCONTRACTOR IMMEDIATELY UPON COMPLETION OF EACH PHASE OF HIS WORK SHALL REMOVE ALL TRASH & DEBRIS AS A RESULT OF HIS OPERATION.
12. ALL MATERIAL STORED ON THE SITE SHALL BE PROPERLY STACKED & PROTECTED TO PREVENT DAMAGE & DETERIORATION. FAILURE TO PROTECT MATERIALS MAY BE CAUSE FOR REJECTION OF WORK.
13. THE CONTRACTOR SHALL DO ALL CUTTING, FITTING, AND/OR PATCHING OF HIS WORK THAT MAY BE REQ TO MAKE ITS SEVERAL PARTS FIT TOGETHER PROPERLY & SHALL NOT ENDANGER ANY OTHER WORK BY CUTTING, EXCAVATING, OR OTHERWISE ALTERING THE TOTAL WORK OR ANY PART OF IT. ALL PATCHING, REPAIRING AND REPLACING OF MATERIALS AND SURFACES, CUT OR DAMAGED IN EXECUTION OF WORK, SHALL BE DONE WITH APPLICABLE MATERIALS SO THAT SURFACES REPLACED WILL, UPON COMPLETION, MATCH SURROUNDING SIMILAR SURFACES.
14. STRUCTURAL OBSERVATION WILL BE PERFORMED BY THE STRUCTURAL ENGINEER. WHEN REQ, A STATEMENT IN WRITING SHALL BE GIVEN TO THE BUILDING OFFICIAL, STATING THAT THE SITE VISITS HAVE BEEN MADE & WHETHER OR NOT ANY OBSERVED DEFICIENCIES HAVE BEEN CORRECTED TO CONFORM TO THE APPROVED PLANS & SPECIFICATIONS.
15. SUBMITTAL DOCUMENTS FOR DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO THE ARCHITECT OR ENGINEER OF RECORD, WHO SHALL REVIEW THEM & RETURN THEM TO THE CONTRACTOR (WITH A NOTIFICATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN REVIEWED & THAT THEY HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE BUILDING) FOR PLAN CHECK APPROVAL. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN & SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE AUTHORITY HAVING JURISDICTION.
16. PROVIDE ALL ACCESS PANELS AS REQ BY GOVERNING CODES TO ALL CONCEALED SPACES, VOIDS, ATTICS, ETC. VERIFY TYPE REQ WITH ARCHITECT PRIOR TO INSTALLATION.
17. NO PORTION OF WORK REQ A SHOP DWG OR SAMPLE SUBMISSION SHALL BE COMMENCED UNTIL THE SUBMISSION HAS BEEN REVIEWED BY THE ARCHITECT. ALL SUCH PORTIONS OF THE WORK SHALL BE IN ACCORDANCE WITH CORRECTED SHOP DWGS, AND SAMPLES.
18. DIMENSIONS:
 - A. ALL DIMS SHALL TAKE PRECEDENCE OVER SCALE.
 - B. ALL DIMS ARE TO FACE OF STUD / CONCRETE / MASONRY UNO
 - C. CLG HGT DIMS ARE FROM FACE OF SLAB TO FACE OF FIN CLG MATERIAL UNO
19. DO NOT SCALE DRAWINGS
20. PROVIDE ALL NECESSARY BLOCKING, BACKING, & FRAMING FOR LIGHT FIXTURES, ELECTRIC UNITS, AC EQUIP, RECESSED ITEMS, AND ALL OTHER ITEMS AS REQ.
21. WHERE LARGER STUDS OR FURRING ARE REQ TO COVER PIPING AND CONDUITS, THE LARGER STUD SIZE OR FURRING SHALL EXTEND THE FULL SURFACE OF THE WALL WIDTH AND LENGTH WHERE THE FURRING OCCURS, UNO.
22. ALL DOORS SHALL BE OPERABLE FROM THE INSIDE W/O THE USE OF A KEY OR SPECIAL KNOWLEDGE OF EFFORT. EXIT SIGNS SHALL BE PROVIDED AT ALL EXITS AS REQ BY THE APPLICABLE CODES. ALL DOOR SWINGS SERVING AN OCCUPANT LOAD OF 50 OR GREATER SHALL SWING IN THE DIRECTION OF TRAVEL.
23. ALL GLASS AND GLAZING SHALL COMPLY WITH THE APPLICABLE CODES.
24. WALL AND CLG MATERIALS SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATIONS IN THE APPLICABLE CODES.
25. SURVEYORS CERTIFICATE REQ PRIOR TO FINAL COMPLETION.
26. THE CONTRACTOR SHALL COMPLY WITH THE APPLICABLE CODES FOR FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION.

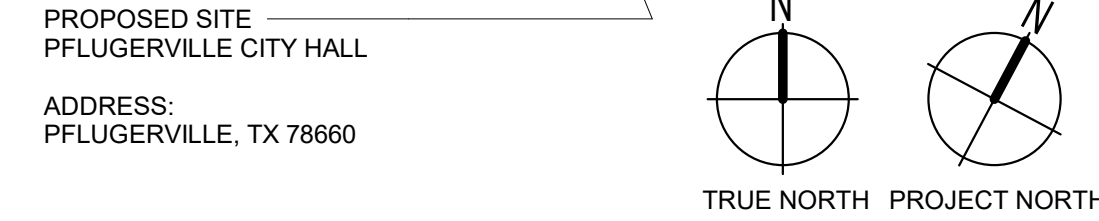
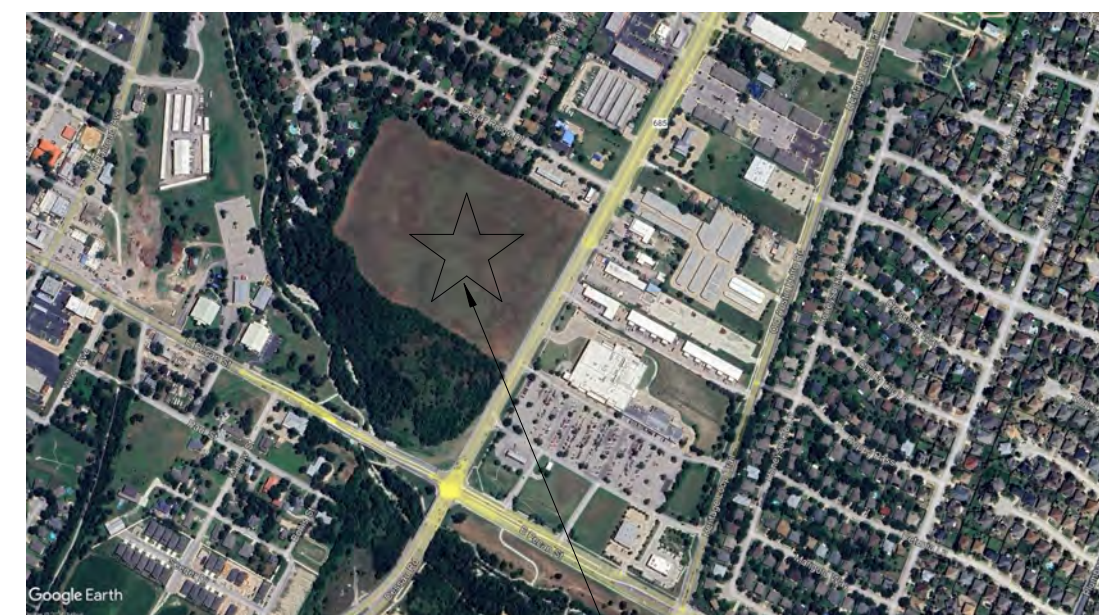
FIRE AND LIFE SAFETY NOTES

1. PLANS FOR THE FIRE SPRINKLER SYSTEMS MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION (AHJ) PRIOR TO INSTALLATION. SUBMIT PLANS IN A MANNER WHICH WILL NOT IMPEDE THE PROGRESS OF CONSTRUCTION.
2. FIRE SPRINKLER SYSTEMS & INSTALLATION SHALL CONFORM W/ THE APPLICABLE STANDARDS AND CODES.
3. FIRE SPRINKLER SYSTEMS TO BE TIED INTO THE ALARM SYSTEM PER THE APPLICABLE CODES.
4. AUTOMATIC SPRINKLER SYSTEM(S) SHALL BE SUPERVISED BY AN APPROVED CENTRAL OR REMOTE STATION SERVICE, AND/OR SHALL BE PROVIDED W/ A LOCAL ALARM WHICH WILL GIVE AN AUDIBLE SIGNAL.
5. FIRE SPRINKLER SYSTEM(S) & ALL CONTROL VALVES SHALL BE SUPERVISED BY A U.L. LISTED CENTRAL ALARM STATION OR PER THE APPLICABLE CODES.
6. FIRE HYDRANT & FIRE SPRINKLER SYSTEM(S) SHALL BE FLUSHED THOROUGHLY BEFORE CONNECTION IS MADE TO EXISTING SYSTEM STUBOUTS & WITNESSED BY THE PROJECT INSPECTOR.
7. A HYDROSTATIC TEST (200 PSI PRESSURE FOR 2 HRS. OR @ 50 PSI IN EXCESS OF THE MIN. STATIC PRESSURE WHEN IT IS IN EXCESS OF 150 PSI) SHALL BE WITNESSED BY THE PROJECT INSPECTOR PRIOR TO COVERING PIPING JOINTS.
8. A 3 CLR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS EXCEPT AS OTHERWISE REQ OR APPROVED PER THE APPLICABLE CODES.
9. THRUST BLOCKS SHALL BE PROVIDED WHEREVER PIPE CHANGES DIRECTION.
10. ALL PIPE SHALL BE UL LISTED FOR FIRE SERVICE SYSTEMS, CLASS 200 MIN.
11. FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED W/ 100' FROM A PUBLIC FIRE HYDRANT PER THE APPLICABLE STANDARDS AND CODES.
12. FIRE SPRINKLER RISER SHALL BE LOCATED WITHIN 5 FT OF THE EXT WALL (OR AS REQ BY THE AHJ) AND TERMINATE 6" ABV FF.
13. AN ALL-WEATHER FIRE ACCESS ROAD SHALL BE IN PLACE BEFORE ANY COMBUSTIBLE MATERIALS ARE PLACED ON THE SITE OR AS REQ BY THE AHJ.
14. STORAGE, DISPENSING, OR USE OF ANY FLAMMABLE & COMBUSTIBLE LIQUIDS, FLAMMABLE & COMPRESSED GASES & OTHER HAZARDOUS MATERIALS SHALL COMPLY W/ THE APPLICABLE CODES.
15. EXIT SIGNS SHALL BE POSTED OVER EXIT DOORS & DIRECTIONAL EXIT SIGNS SHALL BE LOCATED TO DIRECT PERSONS TOWARD EXIT DOORS.
16. EXIT SIGNS SHALL BE SELF-LUMINOUS TYPE OR ELECTRONICALLY ILLUMINATED & ENERGIZED FROM SEPARATE CIRCUITS, ONE OF WHICH SHALL BE FROM STORAGE BATTERIES OR AN ON-SITE GENERATOR, FOR A DURATION OF 90 MINUTES PER THE APPLICABLE CODES.
17. EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
18. ACCESS GATE(S) SHALL BE OPERABLE W/ FIRE DEPT MASTER KEY FROM THE EXTERIOR.
19. CURBS ALONG FIRE LANES SHALL BE PAINTED SAFETY RED & MARKED "FIRE LANE NO PARKING" W/ 3" WHITE LETTERS ON THE TOP OF CURBING EVERY 30' AS INDICATED ON THE APPROVED DRAWINGS.
20. APPROVED NUMBERS OR ADDRESSES SHALL BE PROVIDED FOR ALL NEW & EXG BLDGS IN SUCH A POSITION AS TO BE PLAINLY VISIBLE & LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY PER THE APPLICABLE CODES.
21. PROVIDE PERMANENT OR TEMPORARY STANDPIEPS WHILE BUILDING IS UNDER CONSTRUCTION PER THE APPLICABLE CODES.
22. PROVIDE FIRE EXTINGUISHERS PER THE REQ THE APPLICABLE STANDARDS AND CODES.

APPLICABLE CODES

- LIST OF APPLICABLE CODES AND STANDARDS WITH CITY OF PFLUGERVILLE AMENDMENTS
- 2021 INTERNATIONAL BUILDING CODE (IBC)
 - 2021 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
 - 2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
 - 2021 INTERNATIONAL CODE COUNCIL ELECTRICAL CODE
 - 2020 NATIONAL ELECTRICAL CODE
 - 2021 INTERNATIONAL MECHANICAL CODE (IMC)
 - 2021 INTERNATIONAL PLUMBING CODE (IPC)
 - 2021 INTERNATIONAL FIRE CODE
 - 2012 TEXAS ACCESSIBILITY STANDARDS, INCLUSIVE OF ALL TECHNICAL MEMORANDA. (TAS)

VICINITY MAP



PROJECT SCOPE

PFLUGERVILLE CITY HALL IS A FIVE-STORY MIXED-USE CIVIC BUILDING CREATED TO CONSOLIDATE PFLUGERVILLE'S GOVERNMENT SERVICES, BRINGING TOGETHER MUNICIPALS, PARKS AND REC, AND OTHER PUBLIC SERVICES INTO A ONE STOP DESTINATION FOR THE CITY. WITH A DESIRE FOR PUBLIC INCLUSIVITY, A VISUALLY OPEN LOBBY IS CREATED TO CONNECT THE FRONT CAFÉ WITH THE CITY'S OPEN TRAILS IN THE BACK.

A NEW CONSTRUCTION BUILDING WITH THE MUNICIPAL COURTS AND PUBLIC SERVICES ON THE FIRST FLOOR. PRIMARY GOVERNMENT WORK ON THE SECOND AND FOURTH FLOOR, WITH PLANS TO LEASE THE THIRD FLOOR UNTIL THE CITY NEEDS IT FOR EXPANSION PURPOSES.

GROUND FLOOR EXTERIOR CREATES A SENSE OF WELCOMING IN THE FRONT AND CONNECTS THROUGH A LIVING ROOM LOBBY TO THE FLOOD PLAIN TRAILS IN THE BACK. FIFTH LEVEL TERRACE OFFERS AN EXTERIOR SPACE WITH EXCELLENT VIEWS FOR EVENTS AND GATHERINGS.

LIMIT OF WORK

THE INTENT OF THE LIMIT OF WORK LINE IS TO DESCRIBE IN GENERAL THE AREAS AFFECTED BY PROJECT CONSTRUCTION. IT IS NOT INTENDED TO BE AN EXACT INDICATION OR EDGE OF THE CONSTRUCTION AREA. THE CONTRACTOR SHOULD VISIT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS AND THEIR RELATIONSHIP TO THE WORK PROPOSED IN THE CONTRACT DOCUMENTS. ALL ITEMS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK SHALL BE INCLUDED. THE CONTRACT DOCUMENTS ARE COMPLEMENTARY AND WHAT IS REQUIRED BY ONE SHALL BE BINDING AS IF REQUIRED BY ALL TO THE EXTENT THAT IT IS REASONABLY INFERRABLE FROM THEM AS BEING NECESSARY TO PRODUCE THE INTENDED RESULTS.

PROJECT DIRECTORY

PROJECT MANAGER / DEVELOPER

GRIFFIN / SWINERTON, LLC
 1 TECHNOLOGY, BUILDING I, SUITE 829
 IRVINE, CA 92618
 DESIGNATED CLIENT REPRESENTATIVE
 949-497-9000
 CONTACT: KORIN CRAWFORD E-MAIL: krcrawford@griffinswinerton.com

OWNER

CITY OF PFLUGERVILLE

ARCHITECT

LPA, INC.
 1801 NORTH LAMAR STREET, SUITE 150
 DALLAS, TEXAS 75202
 469-899-5100
 CONTACT: CRAIG DRONE E-MAIL: cdrone@lpadesignstudios.com

LANDSCAPE ARCHITECT

LPA, INC.
 5301 CALIFORNIA AVE., SUITE 100
 IRVINE, CA 92617
 949-261-1001
 CONTACT: KARI KIKUTA E-MAIL: kkkikuta@lpadesignstudios.com

CIVIL ENGINEER

GARZAEAC, LLC
 7708 RIALTO BLVD., SUITE 125
 AUSTIN, TEXAS 78735
 512-298-3284
 CONTACT: ANNA MERRYMAN E-MAIL: amerryman@garzaemc.com

GEOTECHNICAL ENGINEER

BRAUN INTERTEC CORPORATION
 3505 CROSSPOINT, SUITE 2
 SAN ANTONIO, TX 78217
 210-625-4900
 CONTACT: ANDREW ADAMS E-MAIL: anadams@braunintertec.com

STRUCTURAL ENGINEER

ENIGHT HAYNES WHALEY, LLC
 5910 COURTYARD DRIVE, SUITE 200
 AUSTIN, TEXAS 78731
 512-351-7897
 CONTACT: DOUG PARKER E-MAIL: dparker@ehwteam.com

MEP ENGINEER

TELIOS CORPORATION
 146 PAYNE STREET
 DALLAS, TEXAS 75297
 214-744-6199
 CONTACT: ROB IRWIN E-MAIL: rirwin@telioscp.com

TECHNOLOGY

BRYTESIGHT, LLC
 4100 MIDWAY ROAD, SUITE 1010
 CARROLLTON, TEXAS 75007
 972-268-7100
 CONTACT: MARTHA MILLER E-MAIL: martha.miller@brytesight.com

FOOD SERVICE

BOSMA DESIGN SOLUTIONS, INC.
 2201 LONG PRAIRIE ROAD, SUITE 107-727
 FLOWER MOUND, TX 75022
 877-822-2374
 CONTACT: DWANE BOSMA E-MAIL: dwane@bosmadesign.com

ACOUSTICS

SALAS O'BRIEN, INC.
 8825 RESEARCH DRIVE
 IRVINE, CA 92618
 469-726-4267
 CONTACT: COURTNEY SCHOEDEL E-MAIL: courtney.schoedel@salasobrien.com

VERTICAL CIRCULATION

PERSOHNHAHN ASSOCIATES, INC.
 11621 SPRING CYPRESS ROAD, SUITE D
 TOMBALL, TX 77377
 713-467-4440
 CONTACT: WILL BOWDEN E-MAIL: wbowden@phahou.com



ARCHITECTURE ENGINEERING INTERIOR DESIGN
 LANDSCAPE ARCHITECTURE PLANNING
 469-899-5100 Office
LPA Design Studios.com
 1801 North Lamar Street, Suite 150
 Dallas, Texas 75202

INTERNAL REVIEW ONLY
 DOCUMENT INCOMPLETE NOT
 INTENDED FOR DISTRIBUTION
 BEFORE OR CONSTRUCTION
 APPROVED FOR ALL WORK
 TX WHICH HELD NO 16717

This document and all other project documents, ideas, aesthetics and designs incorporated therein are instruments of service. All project documents are copyright protected, and the property of LPA, Inc. LPA and cannot be lawfully used in whole or in part for any project or purpose except as set forth in the contractual agreement between LPA and its Client. The unauthorized disclosure and/or use of the project documents (including the creation of derivative works), may give rise to liability for copyright infringement, unlawful disclosure, use or misappropriation of property rights held by LPA. The unauthorized use of the project documents will give rise to the recovery of monetary losses and damages including attorney fees and costs for which the unauthorized user will be held liable. Project documents describe the design intent of the work and are not a representation of as-built or existing conditions. LPA is not responsible for any discrepancies between the project documents and the existing conditions.

© LPA, Inc.

PFLUGERVILLE CITY HALL -
 DOWNTOWN EAST

PFLUGERVILLE, TX 78660

Developed for
 GRIFFIN SWINERTON

RESPONSIBILITY FOR JOB SITE SAFETY

NOTICE TO PERSONS PERFORMING WORK ON JOB SITE, INCLUDING CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS AND ANY AGENTS OR EMPLOYEES THEREOF.

THESE PLANS AND SPECIFICATIONS DO NOT PROVIDE ANY DIRECTION OR INSTRUCTIONS TO CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS OR THEIR EMPLOYEES OR AGENTS RELATED TO CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, SAFETY PRECAUTIONS, MANNERS OR METHODS OF EGRESS OR INGRESS, INCLUDING BUT NOT LIMITED TO JOB SITE SAFETY, THE PHYSICAL CONDITION OF THE JOB SITE, THE MANNER OR METHOD IN WHICH THE AREA WHERE WORK IS PERFORMED IS ACCESSED BY WORKERS, AND SAFETY PROGRAMS OR SAFETY PROTOCOLS OF ANY KIND IN CONNECTION WITH THE WORK. ALL OF THE FOREGOING ARE SOLELY AND EXCLUSIVELY THE RESPONSIBILITY OF THE CONTRACTOR, SUBCONTRACTOR, MATERIAL SUPPLIERS, OR ANY AGENTS OR EMPLOYEES THEREOF.

THE ARCHITECT EXPRESSLY DISCLAIMS ANY CONTROL OVER AND RESPONSIBILITY FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, SAFETY PRECAUTIONS, MANNERS OR METHODS OF EGRESS OR INGRESS, INCLUDING BUT NOT LIMITED TO JOB SITE SAFETY, THE PHYSICAL CONDITION OF THE JOB SITE, THE MANNER OR METHOD IN WHICH THE AREA WHERE WORK IS PERFORMED IS ACCESSED BY WORKERS, AND SAFETY PROGRAMS OR SAFETY PROTOCOLS OF ANY KIND IN CONNECTION WITH THE WORK.

THE ARCHITECT HAS NOT CONDUCTED AN EVALUATION OR ANALYSIS OF SAFETY PROCEDURES OR APPLICABLE LAW REGARDING OR RELATING TO ACCESSING THE JOB SITE OR AREAS OF THE WORK DURING THE COURSE OF CONSTRUCTION.

THE ARCHITECT, THE ARCHITECT'S DESIGNS, AND ANY OTHER WORK PERFORMED BY THE ARCHITECT DO NOT ADDRESS, ANALYZE OR PROVIDE ANY DIRECTION OR ADVICE TO ANY PERSON OR ENTITY ON WHETHER OR NOT THE USE OF EXISTING LADDERS, DOORS, RAILINGS, INGRESS AND INGRESS ROUTES OR THE LIKE ARE IN COMPLIANCE OR NON-COMPLIANCE WITH OSHA, CAL-OSHA(CALIFORNIA ONLY), OR ANY OTHER APPLICABLE STATUTE, REGULATION, OR STANDARD RELATED TO JOB SITE SAFETY DURING THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS.

Date	Revision
05/03/2024	06/07/2024
50% SCHEMATIC DESIGN	100% SCHEMATIC DESIGN
Job Number	31433
Checked By	Checker
Scale	As indicated

GENERAL PROJECT INFORMATION

EXHIBIT J

SCHEDULE OF DILIGENCE REPORTS

Name	Firm	Date
Title, Topographic Design, and Tree Survey (by City)	ATS	Aug. 4, 2022
Geotechnical Evaluation Report	Braun Intertec	July 22, 2024
Phase I Environmental Site Assessment	Braun Intertec	July 17, 2024
Evaluation & Origin of Oily Substance in Geotech Boring ST-22 Memo	Braun Intertec	July 17, 2024
Asbestos Survey of Target Areas	Champion	Sept. 5, 2024
Asbestos Abatement Project Design	Champion	Sept. 10, 2024
Phase I Environmental – Pfluger Tract (by City)	Cox McLain	March 2021
Traffic Signal Warrant Study	HDR, Inc.	June 14, 2024
Section 404 Clean Water Act Jurisdictional Determination	Horizon Environmental	May 6, 2023
Section 404 Clean Water Act Jurisdictional Determination	Horizon Environmental	Oct. 31, 2023
Intensive Cultural Resource Survey	Horizon Environmental	June 2024
Subsurface Utility Evaluation	The Rios Group	Nov. 5, 2024