

FIRST AMENDMENT TO CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This First Amendment to Consent Agreement (this "Amendment") is entered into to be effective as of _____, 2025 (the "First Amendment Effective Date") by and among the **City of Pflugerville, Texas**, a home-rule city located in Travis County, Texas (the "City"), **Starlight Homes Texas L.L.C.**, a Delaware limited liability company ("Starlight"), **Arroyo Cap IV-2, LLC**, a Delaware limited liability company ("Arroyo"), **LB Carmel LLC**, a Texas limited liability company ("LB Carmel"), and **Travis County Municipal Utility District No. 24**, a municipal utility district created under Chapters 49 and 54 of the Texas Water Code (the "District"). Each of Starlight, Arroyo and LB Carmel is also referred to as "Owner" with respect to the portion of the Land owned by it. The City, Starlight, Arroyo, LB Carmel and the District are sometimes referred to herein as a "Party" or the "Parties."

RECITALS

A. The City, CE Development, Inc., a Texas corporation ("CE Development"), 130 Cactus Investment L.P., a Texas limited partnership, ARP Autumn Ridge Partners, L.P., a Texas limited partnership, SBJV Investments Ltd., a Texas limited partnership, and the District entered into that certain Consent Agreement dated effective as of February 7, 2017 and recorded under Document No. 2023089527, Official Public Records of Travis County, Texas (the "Consent Agreement"), with respect to the Land, as defined therein.

B. CE Development subsequently acquired all of the Land from 130 Cactus Investment L.P., ARP Autumn Ridge Partners, L.P. and SBJV Investments Ltd., and conveyed ±59.308 acres thereof to the City for use as parkland in accordance with the Development Agreement.

C. On July 31, 2024, CE Development conveyed: (i) ±134.000 acres of the Land to Arroyo pursuant to that certain Special Warranty Deed recorded under Document No. 2024085371, Official Public Records of Travis County, Texas, as more particularly described by metes and bounds on Exhibit "A" attached thereto (the "Carmel East Phases 1 & 2 Land"); and (ii) ±155.053 acres of the Land to Starlight pursuant to that certain Special Warranty Deed recorded under Document No. 2024084981, Official Public Records of Travis County, Texas, as more particularly described by metes and bounds on Exhibit "A" attached thereto (the "Carmel East Phases 3 & 4 Land").

D. Pursuant to Section 12.02(b) of the Consent Agreement, in connection with the conveyance of the Carmel East Phases 1 & 2 Land to Arroyo, CE Development assigned to Arroyo, and Arroyo assumed from CE Development, all of CE Development's rights and obligations under the Consent Agreement only with respect to the Carmel East Phases 1 & 2 Land, pursuant to that certain Partial Assignment and Assumption Agreement [Carmel East Phases 1 & 2] dated effective July 31, 2024.

E. Pursuant to Section 12.02(b) of the Consent Agreement, in connection with the conveyance of the Carmel East Phases 3 & 4 Land to Starlight, CE Development assigned to Starlight, and Starlight assumed from CE Development, all of CE Development's rights and obligations under the Consent Agreement only with respect to the Carmel East Phases 3 & 4 Land, pursuant to that certain Partial Assignment and Assumption Agreement [Carmel East Phases 3 & 4] dated effective July 31, 2024.

F. The Consent Agreement, as partially assigned and assumed as set forth in Recitals D. and E. above, is referred to herein as the "Agreement".

G. Pursuant to that certain Special Warranty Deed with Vendor's Lien dated August 12, 2025, recorded under Document No. 2025091678, Official Public Records of Travis County, Texas, LB Carmel acquired that certain ±34.424 acre tract of land, as more particularly described on Attachment 1 attached hereto and incorporated herein (the "Pfluger Tract"), which is located adjacent to the District.

H. The Parties now desire to amend and modify the Agreement to, among other things, provide for the annexation of a portion of the Pfluger Tract into the boundaries of the District and for the City and the District to enter into a Strategic Partnership Agreement, all as set forth hereinbelow.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby amend and modify the Agreement as follows:

1. Defined Terms. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Agreement.

2. Development Agreement. Sections 1.02 and 2.01(m) of the Agreement are hereby amended and modified to define the "Development Agreement" as that certain Carmel Development Agreement dated October 13, 2015 between and among the City, CE Development, 130 Cactus Investment L.P., ARP Autumn Ridge Partners, L.P. and

SBJV Investments Ltd., recorded under Document No. 2023097454, Official Public Records of Travis County, Texas, as amended and assigned from time to time.

3. Land. Section 2.01(v) of the Agreement is hereby amended and modified to define the “Land” as: (i) the ±348.361 acres of land located within the extraterritorial jurisdiction of the City and more particularly described by metes and bounds on Exhibit A and by sketch on Exhibit B attached to the Agreement; and (ii) the ±14.629-acre portion of the Pfluger Tract more particularly described on Attachment 2 attached hereto and incorporated herein (the “Carmel East Phase 5 Land”).

4. Wastewater Services Agreement. Sections 2.01(dd) and 3.02, Exhibit E and all other references to the “Wastewater Services Agreement” in the Agreement are hereby deleted in their entirety.

5. Water Services. Sections 6.03(b) and 7.01 of the Agreement are hereby amended and modified to provide that Manville Water Supply Corporation (“Manville”), not the City, shall be the retail water service provider to the Land. The water Public Infrastructure shall be conveyed to Manville, not the City, for operation and maintenance upon completion of construction and compliance with Section 6.03(a) of the Agreement. The City shall administer billing and collection services for Manville’s retail water service to the Land pursuant to an agreement with Manville for such purpose (as amended from time to time, the “Manville Agreement”).

6. Drainage and Stormwater. Section 6.03(c) of the Agreement is hereby amended and modified to provide that, upon completion of construction, the drainage and stormwater Public Infrastructure shall be conveyed to the District or Travis County, as applicable, not the City, for operation and maintenance.

7. Wastewater Services. Section 7.02 of the Agreement is hereby amended and modified to provide that the City’s provision of retail wastewater service to the Land shall be in the same manner, at the same out-of-City rates, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, as the City provides service to similarly situated retail customers in the City’s extraterritorial jurisdiction. The invoices delivered by the City to Manville’s retail water customers within the Land pursuant to the Manville Agreement shall also include amounts owed to the City for retail wastewater service.

8. Garbage Services. Section 7.03 of the Agreement is hereby amended and modified to provide that the City shall cause its solid waste services provider to provide garbage pick-up services to the Land in the same manner, at the same rates, on the same terms and conditions, and subject to the same regulations and ordinances, as amended,

as the City's solid waste services provider provides garbage pick-up services to similarly situated customers in the City's extraterritorial jurisdiction. The invoices delivered by the City to Manville's retail water customers within the Land pursuant to the Manville Agreement shall also include amounts owed to the City's solid waste services provider (to be paid through the City) for garbage pick-up services.

9. Bond Limit Amount. Sections 2.01(d) and 8.04 of the Agreement are hereby amended and modified to define the "Bond Limit Amount" as a maximum amount of Bonds, excluding refunding Bonds, not to exceed EIGHTY-NINE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$89,900,000.00).

10. Bond Requirements. Section 8.04(a) of the Agreement is hereby amended and modified to establish the following requirements for all Bonds issued by the District: (i) a maximum maturity of twenty-five (25) years from date of issuance for any one (1) series of Bonds; and (ii) no Bonds shall be issued having an issuance date more than fifteen (15) years after the date of the first issuance of Bonds by the District without the City's prior written consent.

11. Notice. Section 13.01 of the Agreement is hereby amended and modified to add the following contact information for Developer and the District:

Developer: c/o Starlight Homes Texas L.L.C.
Attention: Steven Pierce
10721 Research Boulevard, Suite B210
Austin, Texas 78759
Email: steven.pierce@starlighthomes.com

District: c/o Armbrust & Brown, PLLC
Attention: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Facsimile: (512) 435-2360
Email: kflahive@abaustin.com

12. Strategic Partnership Agreement. The Agreement is hereby amended and modified to provide that: (i) the District shall approve and authorize execution of a Strategic Partnership Agreement in the form attached as **Attachment 3** to allow for full purpose annexation by the City in accordance with the terms thereof, within sixty (60) days after the First Amendment Effective Date; and (ii) an original of the Strategic Partnership Agreement, executed by the District's authorized representative, shall be delivered to the City within thirty (30) days after approval by the District.

13. Consent to District Annexation. Pursuant to Section 4.01 of the Agreement, the City hereby provides its written consent to the District's annexation of the Carmel East Phase 5 Land into the boundaries of the District.

14. No Boycott Provisions.

a. Pursuant to Section 2270.002, Texas Government Code, each of Starlight, Arroyo and LB Carmel hereby represents and verifies by executing this Amendment that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Agreement, as amended by this Amendment, is a contract for goods or services, will not boycott Israel during the term of the Agreement, as amended by this Amendment. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "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. Each of Starlight, Arroyo and LB Carmel understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with it and exists to make a profit.

b. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, each of Starlight, Arroyo and LB Carmel represents and verifies by executing this Amendment 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, 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 and verification by executing this Amendment is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Starlight, Arroyo and LB Carmel 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. Each of Starlight, Arroyo and LB Carmel understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with it and exists to make a profit.

15. Verification Regarding Energy Company Boycotts. To the extent the Agreement, as amended by this Amendment, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, each of Starlight, Arroyo and LB Carmel 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 the Agreement, as amended by this Amendment. 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 have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Each of Starlight, Arroyo and LB Carmel understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with it and exists to make a profit.

16. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent the Agreement, as amended by this Amendment, constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), as amended, each of Starlight, Arroyo and LB Carmel 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; and (ii) will not discriminate during the term of the Agreement, as amended by this Amendment, against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Each of Starlight, Arroyo and LB Carmel understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with it and exists to make a profit.

17. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, each of Starlight, Arroyo and LB Carmel must

fill out a conflict-of-interest form ("Disclosure of Interested Parties") at the time Starlight, Arroyo and LB Carmel submit this executed Amendment to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The City has no obligation under this Amendment until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

18. Counterparts. This Amendment may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

19. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Agreement continue to govern the rights and obligations of the Parties, and all terms of the Agreement, as amended by this Amendment, remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment shall control and modify the Agreement.

[COUNTERPART SIGNATURE PAGES FOLLOW]

COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO CONSENT AGREEMENT

EXECUTED by the undersigned on the date set forth below to be effective as of the First Amendment Effective Date.

CITY:

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

By: _____
Victor Gonzales, Mayor

Date: _____

ATTEST:

By: _____
Trista Evans, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2025 by Victor Gonzales, Mayor of the City of Pflugerville, Texas, a home-rule city, on behalf of the City.

(SEAL)

Notary Public, State of Texas

Name printed or typed
Commission Expires: _____

COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO CONSENT AGREEMENT

EXECUTED by the undersigned on the date set forth below to be effective as of the First Amendment Effective Date.

STARLIGHT:


STARLIGHT HOMES TEXAS L.L.C.,
a Delaware limited liability company

By: 
Steven Pierce, Division Manager

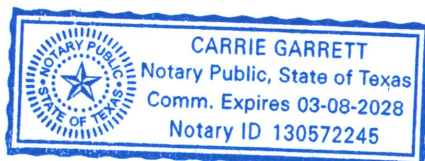
Date: 11/20/25

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of November, 2025 by Steven Pierce, Division Manager of Starlight Homes Texas L.L.C., a Delaware limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

(SEAL)



Carrie Garrett
Name printed or typed
Commission Expires: 03-08-2028

COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO CONSENT AGREEMENT

EXECUTED by the undersigned on the date set forth below to be effective as of the First Amendment Effective Date.

ARROYO:

ARROYO CAP IV-2, LLC,
a Delaware limited liability company

By: Arroyo Capital IV, LLC
a Delaware limited liability company
its sole member

By: Jeffrey B. Brouelette
Name: Jeffrey B. Brouelette
Title: President
Date: 11/7/2025

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On November 7, 2025, before me, Rachel Mayo,
(insert name and title of the officer)

Notary Public, personally appeared Jeffrey B. Brouelette,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rachel Mayo

(Seal)




COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO CONSENT AGREEMENT

EXECUTED by the undersigned on the date set forth below to be effective as of the First Amendment Effective Date.

LB CARMEL:

LB CARMEL LLC,
a Texas limited liability company

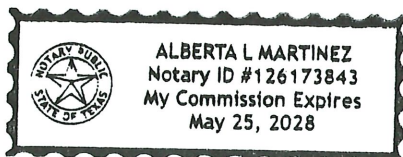
By: 
Vinod Nagi, Manager


Date: September 29, 2025

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 29th day of September, 2025 by Vinod Nagi, Manager of LB Carmel LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)




Notary Public, State of Texas

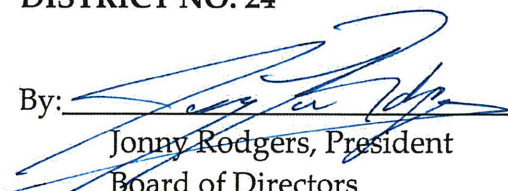
Alberta L. Martinez
Name printed or typed
Commission Expires: May 25, 2028

COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO CONSENT AGREEMENT

EXECUTED by the undersigned on the date set forth below to be effective as of the First Amendment Effective Date.

DISTRICT:

**TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 24**

By: 
Jonny Rodgers, President
Board of Directors

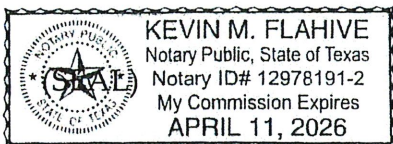
Date: 11/13/25

ATTEST:

By: 
Thomas D. Crowson, Jr., Secretary
Board of Directors

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 13th day of November, 2025 by Jonny Rodgers, President of the Board of Directors of Travis County Municipal Utility District No. 24, on behalf of said district.




Notary Public, State of Texas

Kevin M Flahive
Name printed or typed
Commission Expires: 4-11-2026

LIENHOLDER CONSENT

The undersigned holds a promissory note signed by Starlight. The promissory note is secured by deed of trust lien against the Carmel East Phases 3 & 4 Land. The lien benefitting the undersigned is contained in: (i) the Special Warranty Deed with Vendor's Lien dated July 31, 2024, recorded under Document No. 2024084981, Official Public Records of Travis County, Texas; and (ii) the Deed of Trust dated July 31, 2024, recorded under Document No. 2024084983, Official Public Records of Travis County, Texas (together, the "Lien Instruments").

By signing this Amendment, the undersigned consents to this Amendment, which will not be extinguished by foreclosure of the Lien Instruments or any other lien assigned to or for the benefit of the undersigned, or its affiliates, successors, or assigns; provided however, that nothing herein shall modify, alter or amend the Lien Instruments as between the undersigned and the borrower thereunder.

SIGNED on the 24th day of October, 2025.

JLE INVESTMENTS, LP,
a Texas limited partnership

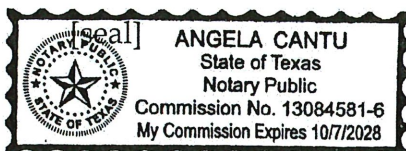
By: JLE GP, LLC,
a Texas limited liability company,
its general partner

By: 
John S. Lloyd, Manager

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 24th day of October, 2025 by John S. Lloyd, Manager of JLE GP, LLC, a Texas limited liability company, the general partner of JLE Investments, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.




Notary Public Signature

LIENHOLDER CONSENT

The undersigned holds a promissory note signed by LB Carmel. The promissory note is secured by a vendor's lien and a deed of trust lien against the Pfluger Tract. The liens benefitting the undersigned are contained in: (i) the Special Warranty Deed with Vendor's Lien dated August 12, 2025, recorded under Document No. 2025091678, Official Public Records of Travis County, Texas; and (ii) the Deed of Trust dated August 12, 2025, recorded under Document No. 2025091680, Official Public Records of Travis County, Texas (together, the "Lien Instruments").

By signing this Amendment, the undersigned consents to this Amendment, which will not be extinguished by foreclosure of the Lien Instruments or any other lien assigned to or for the benefit of the undersigned, or its affiliates, successors, or assigns; provided however, that nothing herein shall modify, alter or amend the Lien Instruments as between the undersigned and the borrower thereunder.

SIGNED on the 2nd day of October, 2025.

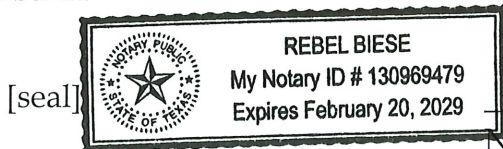
FIRST NATIONAL BANK TEXAS,
a Texas bank

By: [Signature]
Name: Jeff Bridges
Title: Market President

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me this 2nd day of October, 2025 by Jeff Bridges, Market President of First National Bank Texas, a Texas bank, on behalf of said bank.



[Signature]
Notary Public Signature

ATTACHMENT 1

PFLUGER TRACT

34.424 ACRE TRACT
JOHN LEISSE SURVEY NO. 18, ABSTRACT NO. 496
TRAVIS COUNTY, TEXAS

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 34.424 ACRE TRACT SITUATED IN THE JOHN LEISSE SURVEY NUMBER 18, ABSTRACT NUMBER 496, BEING A PORTION OF A CALLED 15.623 ACRE TRACT (EXHIBIT A), A PORTION OF A CALLED 15.967 ACRE TRACT (EXHIBIT B), AND A PORTION OF A CALLED 16.925 ACRE TRACT (EXHIBIT C) CONVEYED TO TEXAS GULF BANK, N.A., AS TRUSTEE OF THE MANAGEMENT TRUST FOR THE BENEFIT OF HOLLY JEAN PFLUGER BY DEED RECORDED IN DOCUMENT NUMBER 2015193607, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 34.424 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped 1/2 inch iron rod found stamped "PAPE DAWSON" at a corner on the west line of a called 155.053 acre tract conveyed to Starlight Homes Texas L.L.C. by deed recorded in Document Number 2024084981, O.P.R.T.C.TX., being the northeast corner of said 16.925 acre tract, same being the northeast corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the east line of said 16.925 acre tract, the east line of said 15.967 acre tract, the east line of said 15.623 acre tract, with the west line of said 155.053 acre tract, and with the north line of a called 25.250 acre tract (Tract 3) conveyed to The City of Pflugerville by deed recorded in Document Number 2017099899, O.P.R.T.C.TX., the following two (2) courses and distances:

1. S27°29'32"W, passing at a distance of 271.00 feet a capped 1/2 inch iron rod found stamped "TLS" at the southeast corner of said 16.925 acre tract and the northeast corner of said 15.967 acre tract, continuing for a total distance of 423.58 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at a corner on the west line of said 155.053 acre tract, being at a corner on the north line of said 25.250 acre tract,
2. S27°31'40"W, passing at a distance of 207.12 feet offset to the right 0.21 feet a capped 1/2 inch iron rod found stamped "TLS" at the southeast corner of said 15.967 acre tract and the northeast corner of said 15.623 acre tract, continuing for a total distance of 576.00 feet to a capped 1/2 inch iron rod found stamped "PAPE DAWSON" at the southeast corner of said 15.623 acre tract and of the herein described tract, being at a corner on the north line of said 25.250 acre tract,

THENCE, N61°44'59"W, with the south line of said 15.623 acre tract, with the north line of said 25.250 acre tract, with the north line of the remainder of a called 85.00 acre tract (Tract 2) conveyed to CE Development, Inc. by deed recorded in Document Number 2015162822, O.P.R.T.C.TX., and with the east line of Lot 82A, Block A, CARMEL WEST PHASE 3 SECTION 2, a subdivision recorded in Document Number 202100069, O.P.R.T.C.TX., passing at a distance of 1,341.08 feet a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner on the east line of said Lot 82A, continuing for a total distance of 1,397.03 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for the southwest corner of the herein described tract,

THENCE, with the east line of said Lot 82A, over and across said 15.623 acre tract, said 15.967 acre tract, and said 16.925 acre tract, the following four (4) courses and distances, numbered 1 through 4:

1. N02°00'45"E, a distance of 417.92 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
2. N07°59'20"E, a distance of 237.40 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
3. S65°34'29"E, a distance of 160.89 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner, and
4. N27°51'10"E, a distance of 364.97 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" on the west line of said 155.053 acre tract, being a corner on the east line of said Lot 82A, for the northwest corner of the herein described tract, from which a capped 1/2 inch iron rod found stamped "RJ

34.424 ACRE TRACT
JOHN LEISSE SURVEY NO. 18, ABSTRACT NO. 496
TRAVIS COUNTY, TEXAS

SURVEYING" at a common corner of said Lot 82A and said 155.053 acre tract bears N62°45'21"W, a distance of 242.25 feet,

THENCE, S62°45'21"E, with the common line of said 155.053 acre tract and said 16.925 acre tract, a distance of 1,493.37 feet to the POINT OF BEGINNING and containing 34.424 acres of land, as shown on the attached ALTA/NSPS Land Title Survey.

Surveyed by: John D Kipp 10/22/2024

John David Kipp, R.P.L.S. No. 5844
Carlson, Brigrance & Doering, Inc.
REG.#10024900
5501 West William Cannon Drive
Austin, TX 78749
Ph: 512-280-5160
jkipp@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)
SURVEY DATE: OCTOBER 21, 2024

ATTACHMENT 2
CARMEL EAST PHASE 5 LAND

14.629 ACRES
JOHN LEISSE SURVEY NO. 18,
ABSTRACT NO. 496
TRAVIS COUNTY

METES & BOUNDS

BEING A 14.629 ACRE TRACT OF LAND SITUATED IN THE JOHN LEISSE SURVEY NUMBER 18, ABSTRACT NUMBER 496, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 34.424 ACRE TRACT CONVEYED TO HOLLY JEAN PFLUGER BY DEED RECORDED IN DOCUMENT NUMBER 2024123605, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 14.629 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped 1/2 inch iron rod found stamped "PAPE DAWSON" at the northeast corner of said 34.424 acre tract, same being an angle point on the west line of a 155.053 acre tract conveyed to Starlight Homes Texas L.L.C. by deed recorded in Document Number 2024084981, O.P.R.T.C.TX., for the northeast corner and **POINT OF BEGINNING** of the herein described tract,

THENCE S27°20'32"W, with the common line of said 34.424 acre tract and said 155.053 acre tract, a distance of 269.20 feet to a calculated point,

THENCE over and across said 34.424 acre tract, the following twenty-one (21) courses and distances, numbered 1 through 21,

- 1) N62°46'11"W, a distance of 62.81 feet to a calculated point,
- 2) S27°02'30"W, a distance of 100.00 feet to a calculated point,
- 3) S11°17'46"W, a distance of 50.45 feet to a calculated point,
- 4) S33°37'02"W, a distance of 82.82 feet to a calculated point,
- 5) S36°26'49"W, a distance of 101.52 feet to a calculated point for the southeast corner of the herein described tract, from which a capped 1/2 iron rod found stamped "PAPE DAWSON" at the southeast corner of said 34.424 acre tract, same being an angle point on the north line of a 25.250 acre tract (Tract 3) conveyed to the City of Pflugerville by deed recorded in Document Number 2017099899, O.P.R.T.C.TX., bears S17°13'52"W, a distance of 405.50 feet,
- 6) N62°43'06"W, a distance of 371.20 feet to a calculated point,
- 7) N53°13'40"W, a distance of 50.70 feet to a calculated point,
- 8) N63°38'58"W, a distance of 277.10 feet to a calculated point,
- 9) N04°16'10"E, a distance of 132.65 feet to a calculated point at the beginning of a curve to the right,
- 10) Along said curve to the right, having a radius of 325.00 feet, an arc length of 74.39 feet, and a chord that bears N51°16'47"W, a distance of 74.23 feet to a calculated point,
- 11) N44°43'20"W, a distance of 68.28 feet to a calculated point,
- 12) N49°00'00"W, a distance of 101.85 feet to a calculated point,
- 13) N14°47'34"W, a distance of 31.08 feet to a calculated point,
- 14) N19°10'35"W, a distance of 82.48 feet to a calculated point,
- 15) N28°17'15"W, a distance of 61.16 feet to a calculated point,
- 16) N11°58'30"E, a distance of 44.49 feet to a calculated point,
- 17) N33°32'03"W, a distance of 34.59 feet to a calculated point,
- 18) N05°51'44"E, a distance of 67.10 feet to a calculated point,

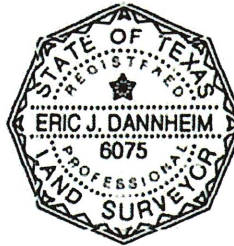
- 19) N38°15'48"E, a distance of 56.20 feet to a calculated point,
20) N05°21'00"E, a distance of 64.14 feet to a calculated point,
21) N22°47'26"E, a distance of 62.37 feet to a calculated point on the north line of said 34.424 acre tract and the south line of said 155.053 acre tract, for the northwest corner of the herein described tract, from which a capped 1/2 inch iron rod found stamped "RJ SURVEYING" at the northwest corner of said 34.424 acre tract, same being an angle point on the east line of Lot 82A, Block A, Carmel West Phase 3 Section 2, a subdivision recorded in Document Number 20210C069, O.P.R.T.C.TX., bears N62°45'21"W, a distance of 216.23 feet,

THENCE S62°45'21"E, with the common line of said 34.424 acre tract and said 155.053 acre tract, a distance of 1,277.14 feet to the **POINT OF BEGINNING** and containing 14.629 acres of land, as shown on the attached sketch.

Surveyed by.

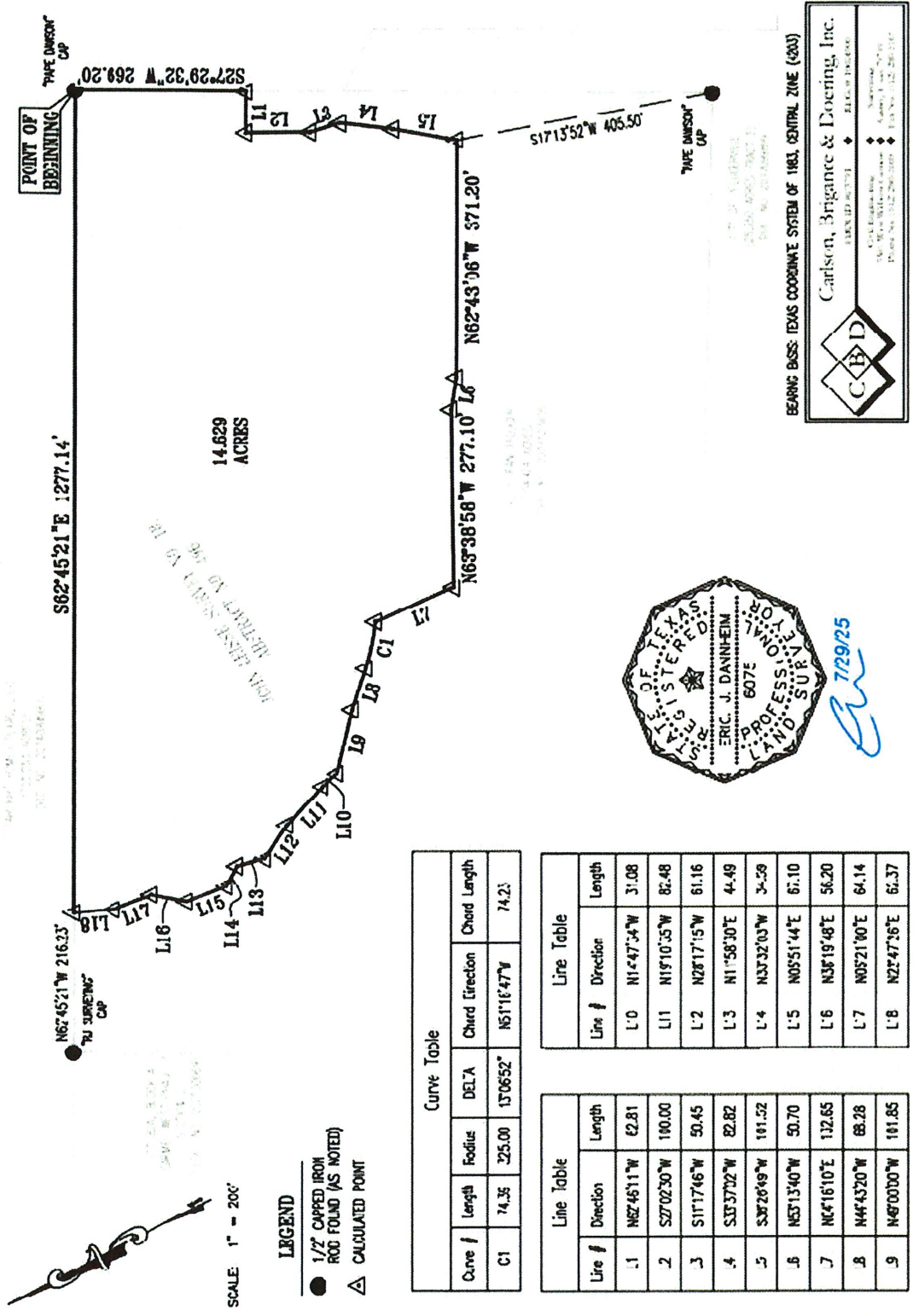
7/29/25

Eric J. Dannheim, R.P.L.S. NO. 6075
Carlson, Brigrance & Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749
Phone: 512-280-5160
edannheim@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)
DATE OF SURVEY: OCTOBER 21, 2024

SKETCH TO ACCOMPANY FIELD NOTES



J:\AC3D\5567\Survey\M&B - 14.629 AC - PFLUGER TRACT NORTH

ATTACHMENT 3
FORM OF STRATEGIC PARTNERSHIP AGREEMENT

STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF PFLUGERVILLE, TEXAS AND
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 24

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Strategic Partnership Agreement (this "Agreement") is entered into by and between the City of Pflugerville, Texas (the "City") and Travis County Municipal Utility District No. 24 (the "District").

RECITALS

WHEREAS, the City is a home-rule municipal corporation located in Travis County, Texas, created and existing under the laws of the State of Texas; and

WHEREAS, the District is a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the City and the District are individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, Chapter 43 of the Texas Local Government Code (the "Act"), and specifically Section 43.0751 of the Act, authorize the City and the District to negotiate and enter into this Agreement; and

WHEREAS, the District encompasses approximately _____ acres, more or less, located within the extraterritorial jurisdiction of the City, as depicted on **Exhibit A** and more fully described on **Exhibit B** attached to this Agreement (the "Development"); and

WHEREAS, _____ (the "Owner") has represented to the City and the District that it owns the Development; and

WHEREAS, the District provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the board of directors of the District (the "Board") conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on _____, 202__, in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the City provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the City Council of the City (the "City Council") conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on _____, 202__, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection 43.0751(p)(1) of the Act, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Subsection 43.0751(p)(2) of the Act, this Agreement provides benefits for the City and the District that are reasonable and equitable.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the District and the City agree as follows:

ARTICLE I. RECITALS

Section 1.1 The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. ADOPTION OF AGREEMENT

Section 2.1 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Section 2.2 Effective Date. The effective date of this Agreement (the "Effective Date") is the date it is approved and adopted by the City Council.

Section 2.3 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Travis County, Texas.

ARTICLE III. FULL PURPOSE ANNEXATION

Section 3.1 Full Purpose Annexation. Except as otherwise provided in this Agreement or the Consent Agreement, the City agrees that it shall not annex for full purposes any of the Development until the earlier of: (a) the twenty-fifth (25th) anniversary of the date of the first issuance of bonds by the District; or (b) the date that the District has issued bonds to reimburse the Owner for one hundred percent (100%) of the public infrastructure eligible for reimbursement under applicable laws or TCEQ regulations. SUBJECT TO THE FOREGOING, THE DISTRICT HEREBY CONSENTS TO THE AUTOMATIC FULL PURPOSE ANNEXATION OF ALL PORTIONS OF THE DEVELOPMENT ON THE FULL PURPOSE ANNEXATION DATE (DEFINED HEREIN) WITHOUT FURTHER PROCEDURAL ACTION OF ANY KIND BY THE CITY COUNCIL OR THE BOARD IN ACCORDANCE WITH SECTION 43.0751(h) OF THE ACT. FOR PURPOSES OF THIS AGREEMENT, THE "FULL PURPOSE ANNEXATION DATE" IS THE DATE ON WHICH THE CITY COUNCIL ADOPTS AN ORDINANCE THAT INCLUDES THE DEVELOPMENT WITHIN THE FULL PURPOSE BOUNDARY LIMITS OF THE CITY. The Full Purpose Annexation Date may be altered only by mutual written agreement of the District and the City.

Section 3.2 Annexation Procedures. Subject to the restrictions provided for in Section 3.1, the City may, after providing the District thirty (30) days written notice of its intent to annex for full purposes all or any portions of the Development, adopt an ordinance annexing the Property into the corporate limits of the City. The Parties acknowledge that the annexation provisions herein have been agreed upon pursuant to the authority set forth in Section 43.075 of the Texas Local Government Code, which authorizes the governing body of a municipality to enter into a strategic partnership agreement with a municipal utility district for the annexation of the land as a whole or in

parts and to provide for the terms of annexation and the District agrees to the annexation as contemplated in herein.

Section 3.3 Assumption of the District's Outstanding Obligations, Assets, Debts and Liabilities.

(a) On the Full Purpose Annexation Date, the District shall cease to exist, and the City shall take over all of the property and other assets of the District, and assume all of the debts, liabilities, and other obligations of the District.

(b) Upon the Full Purpose Annexation Date, the City shall provide full municipal services to the Development, being the same municipal services that the City provides to other properties within its corporate city limits. Any water and wastewater rates charged by the City to customers receiving water and sewer services at properties that were within the territorial boundary of the District at the time of annexation may vary from the water and wastewater rates charged to customers receiving services at other properties within the City in order to compensate the City for the assumption of the debt on the District's bonds. These water and wastewater rates may be reflected as a post-annexation surcharge on the customers' monthly utility bills and will be stated as a percentage of the water and sewer rates of the City. The amount of the post-annexation surcharge and the percentage of the City's water and wastewater rates will vary as the City's rates are amended, but in no event will the rates of customers charged the post-annexation surcharge exceed 125% of the water and wastewater rates charged to other customers within the City that are not otherwise subject to a post-annexation surcharge.

Section 3.4 Tax Liability. Prior to the Full Purpose Annexation Date, neither the District nor any owners of taxable property within the District shall be liable for any debts of the City, and no ad valorem taxes shall be levied by the City upon taxable property within the District.

Section 3.5 District Residents as Citizens of the City Upon Full Purpose Annexation. Upon the Full Purpose Annexation Date, a resident of the District becomes a citizen of the City for all purposes and shall have all the rights, privileges, and responsibilities accorded to the citizens residing in all other areas that the City has annexed for full purposes.

Section 3.6 Regulatory and Taxation Authority. Upon full purpose annexation of the District, the City shall have all the authority and power, including taxation

authority, that the City enjoys in all other areas that the City has annexed or does annex for full purposes.

ARTICLE IV. TERM

Section 4.1 This Agreement commences on the Effective Date and continues until 11:59 p.m. CT on the Full Purpose Annexation Date.

ARTICLE V. BREACH, NOTICE AND REMEDIES

Section 5.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

Section 5.2 Cure of Breach. The breaching Party shall commence curing the breach within 15 calendar days after receipt of the Notice of the breach and shall complete the cure within 30 days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure within such 30-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such 30-day period and diligently completes the work within a reasonable time without unreasonable cessation.

Section 5.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

ARTICLE VI. ADDITIONAL PROVISIONS

Section 6.1 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the

Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; and (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 6.1.

To the City:

Attn: _____

To the District:

Attn: _____

Section 6.2 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 6.3 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Travis County, Texas and hereby submit to the jurisdiction of the courts of Travis County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 6.4 Authority to Execute. The City represents and warrants to the District that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The District represents and warrants to the City that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 6.5 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 6.6 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 6.7 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 6.8 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 6.9 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the governing bodies of the City and the District.

Section 6.10 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 6.11 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

Section 6.12 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant in this Section 6.12. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement. Nothing in this Section 6.12 shall waive any claims, defenses or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

Section 6.13 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- Exhibit A Depiction of the Development
- Exhibit B Legal Description of the Development

Section 6.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
_____ ON _____, 202__.

ATTEST:

CITY OF PFLUGERVILLE, TEXAS

City Secretary

By: _____
Printed Name: _____
Title: _____

**APPROVED AS TO FORM AND
LEGALITY:**

City Attorney

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 202__, by
_____, the _____ of the City of Pflugerville, Texas on behalf of the
city.

Notary Public, State of Texas

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF TRAVIS COUNTY
MUNICIPAL UTILITY DISTRICT NO. 24 ON _____, 202__.

**TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 24**

By: _____

Printed Name: _____

Title: President, Board of Directors

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 202__, by
_____, the President, Board of Directors of Travis County Municipal Utility
District No. 24, on behalf of the district.

Notary Public, State of Texas