



ROSEWOOD
PROPERTY COMPANY

April 16, 2024

VIA FEDEX OVERNIGHT AND E-MAIL

Larry Foos
Parks Project Manager
Parks and Recreation Department
City of Pflugerville, TX
E-mail: larryf@pflugervilletx.gov

Re: Pfluger Farms Park Dedication

Mr. Foos,

In connection with the park dedication at Pfluger Farms, please see the attached documents:

1. Special Warranty Deed by RPC Stonehill Investments, LP, as Grantor, to the City of Pflugerville, Texas, as Grantee (1 original); and
2. Public Parkland Maintenance License Agreement (1 original).

Please send us a copy of the fully executed and recorded versions when they become available.

Sincerely,

Rocío Cristina García Espinoza
Senior Counsel Real Estate
RGarcia@rosewd.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS: That RPC STONE HILL INVESTMENTS, LP, a Delaware limited partnership, a Texas limited partnership (“Grantor”), for a full valuable cash consideration to Grantor in hand paid by the CITY OF PFLUGERVILLE, TEXAS, a home-rule municipality located in Travis County, Texas (“Grantee”), whose mailing address is P.O. Box 589, Pflugerville, Travis County, Texas 78691, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the property depicted on Exhibit “A”, attached hereto and incorporated herein by reference (“Property”).

Exceptions to Conveyance and Warranty: All matters of record or visible and apparent on the ground, to the extent the same are valid, subsisting, and affect the Property Grantor hereby reserves all of Grantor’s interest in and to all of the following (collectively, the “Reserved Minerals”): all oil, gas and hydrocarbons, and all subsurface water rights in, on, and under and that may be produced from the Property, except that Grantee shall be permitted to drill wells for subsurface water for use on the Property to serve any improvements and for landscape irrigation. Grantor hereby expressly releases and waives, on behalf of itself and its successors and assigns in title to the Reserved Minerals, the right to use of the surface estate for mineral exploration, development, or production, whether granted by common law or statute, including but not limited to rights of ingress and egress to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the Reserved Minerals. However, nothing herein contained shall ever be construed to prevent Grantor, its successors and assigns, from developing or producing any of the Reserved Minerals by pooling or by directional drilling under the Property from well sites located on tracts other than the Property, or otherwise so long as Grantor avoids physically entering upon the surface of the Property and without using or storing any equipment on the surface.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto in anywise belonging, unto Grantee, and Grantee's successors or assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty.

Signature page to follow:

Executed effective as of this _____ day of _____, 2024.

GRANTOR:

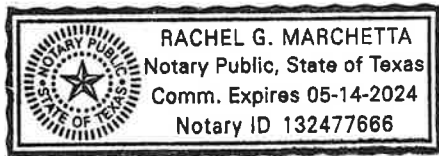
RPC STONE HILL INVESTMENTS, LP,
a Delaware limited partnership

By: RPC Stone Hill GP, LLC,
a Delaware limited liability company,
its general partner

By: Greg Bates
Greg Bates, Manager

STATE OF TEXAS)
) ss.
County of DALLAS)

The foregoing instrument was acknowledged before me this 16th day of April, 2024, by Greg Bates, the Manager of RPC Stone Hill GP, LLC, a Delaware limited liability company, the general partner of RPC Stone Hill Investments, LP, a Delaware limited partnership on behalf of the limited partnership.



Rachel G. Marchetta
Notary Public

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,

a Texas home-rule municipality

By: _____

Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2024, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

After recordation please return to: City of Pflugerville
Attn: Sereniah Breland, City Manager
P.O. Box 589
Pflugerville, Texas 78691

Exhibit "A"

Legal description

A CALLED 4.045 ACRE TRACT, BEING ALL OF LOT 4 AND ALL OF A CALLED 4.277 ACRE TRACT, BEING ALL OF LOT 5, BOTH OF PFLUGERVILLE FARMS APARTMENTS, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 202000161 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

PUBLIC PARKLAND MAINTENANCE LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this “**Agreement**”) is made the date set forth below by and between the CITY OF PFLUGERVILLE, TEXAS, a home-rule city located in Travis County, Texas (the “**City**”), and RPC STONE HILL INVESTMENTS, LP, a Delaware limited partnership (“**Stone Hill**”).

RECITALS:

WHEREAS, Stone Hill owns a planned development located within the corporate limits of the City consisting of multifamily lots, senior living, and associated improvements; and

WHEREAS, public parkland has been dedicated to the City pursuant to that certain Special Warranty Deed dated _____, 2024 and recorded in the official public records of Travis County as Instrument Number _____ on _____, 2024, in trust for the public, as more particularly described on **Exhibit A** attached hereto and by this referenced incorporated herein (the “**Public Parkland**”); and

WHEREAS, Stone Hill agrees to maintain the improvements within the Public Parkland as described herein; and

WHEREAS, notwithstanding the foregoing, Stone Hill acknowledges and agrees that the City has final authority and ultimate jurisdiction and control of the Public Parkland; and

WHEREAS; Stone Hill has requested that the City grant it a license in order to mow the grass within the Public Parkland and maintain the Parkland Improvements (defined below) as may be approved by the City on the Public Parkland for the beautification of the planned development; and

WHEREAS; Stone Hill acknowledges and agrees that no landscaping, vegetation, or park equipment or other infrastructure improvements may be placed within any portion of the Public Parkland that would cause a hazard, or potential hazard to public health and safety, as determined in the sole discretion of the City.

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Stone Hill agree as follows:

1. RECITALS ADOPTED

1.1 The recitals set out above in this instrument are hereby adopted in whole as each were set out herein.

2. PUBLIC PARKLAND

2.1 Subject to the review and approval requirements set out in Section 2.2 immediately below, the City grants Stone Hill the specific license, permission, authorization and right, at the sole cost and expense of Stone Hill, to mow and maintain any grasses, trim trees, and remove, install and maintain landscaping and other related public parkland improvements located in the Public Parkland as reflected on **Exhibit B** attached hereto and by this referenced incorporated herein (collectively, the "**Parkland Improvements**"). Notwithstanding the foregoing, the City and Stone Hill hereby agree that although Stone Hill will coordinate the completion of the scope of work described in this Section 2.1 by a subcontractor, the City shall pay for any and all water and any other utilities required to do so.

2.2 Stone Hill is not authorized to, and shall not install, replace, or remove any other improvements on the Public Parkland within the planned development, for any purpose under this Agreement, without submitting all plans for such other improvements to the City and obtaining approval of said plans. The plans shall be submitted to the City in such form as required by the City to assure that the proposed improvements will not pose a threat to either public safety, including but not limited to impairment of sight lines, or public infrastructure, including but not limited to water, sewer or utility lines.

2.3 Stone Hill shall be solely responsible for constructing or installing, or causing to be constructed and installed, such Parkland Improvements as reflected on **Exhibit B**, within the Public Parkland, and shall be solely responsible for the maintenance, repair, removal and/or replacement of the Parkland Improvements that it has installed or provided as of the date hereof as reflected on **Exhibit B**. The City hereby approves the Parkland Improvements attached hereto as **Exhibit B**. The City hereby agrees to conduct any trash removal and collection.

2.4 Stone Hill shall be solely responsible for the maintenance of the Parkland Improvements as provided by Section 2.1. If damages to the public infrastructure occur as a result of poorly constructed and maintained Parkland Improvements, Stone Hill shall make payment to the City for full reimbursement of all actual out of pocket costs the City incurs repairing such damages to the Parkland Improvements.

3. CITY RIGHTS TO LICENSED PROPERTY

3.1 This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, or franchised public utilities, beneath or above the surface of the Public Parkland.

3.2 The City shall take reasonable measures to prevent damage to any Parkland Improvements on the Public Parkland, however, any damage to or destruction of Stone Hill's property by the City in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the City, its agents, contractors, officers or employees.

3.3 Nothing in this Agreement shall be construed to limit in any way the power of the City to alter or improve the Public Parkland pursuant to official action by the governing body of the City or its successors. The City shall endeavor to provide Stone Hill with notice of proposed improvements within the Public Parkland but shall be under no obligation to do so prior to commencement of work on such improvements. Nor shall anything in this Agreement be construed to subjugate the Pflugerville City Ordinances to those contained in the Restrictions, and Stone Hill recognizes and agrees that the Pflugerville City Ordinances govern and supersede all rules and regulations provided in the Restrictions.

3.4 NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE CITY RETAINS THE ABSOLUTE RIGHT TO ENTER UPON THE PUBLIC PARKLAND. AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO STONE HILL. TO REMOVE ANY OF THE PARKLAND IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE CITY'S RIGHTS OR DUTIES WITH RESPECT TO THE PUBLIC PARKLAND; (B) PROTECTING PERSONS OR PROPERTY; OR (C) PROTECTING THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE PUBLIC PARKLAND. STONE HILL SHALL REIMBURSE ALL actual out pocket COSTS INCURRED BY THE CITY IN THE CITY'S ENFORCEMENT OF THIS SECTION. SHOULD THE CITY INVOKE THE REMEDIES PROVIDED IN THIS SECTION, THE CITY MAY IMMEDIATELY TERMINATE THIS AGREEMENT UPON A DETERMINATION, IN THE CITY'S SOLE DISCRETION, THAT THE PARKLAND IMPROVEMENTS OR A PORTION OF THEM CONSTITUTE A DANGER TO THE PUBLIC WHICH CANNOT BE REMEDIATED BY ALTERATION OR MAINTENANCE THEREOF.

4. INSURANCE

4.1 Prior to the commencement of any of Stone Hill's contractor's work under this Agreement, Stone Hill shall require its contractors to furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's City Manager, which shall be clearly labeled with the legal name of the Public Parkland project in the Description of Operations block of the Certificate. The original certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to perform under this Agreement until such certificate and endorsements have been received and approved by the City's City Manager. No officer or employee, other than the City's City Manager, shall have authority to waive this requirement.

4.2 The City reserves the right to review the insurance requirements of this Article

during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification whereupon City may incur increased risk.

4.3 A licensee's contractor's financial integrity is of interest to the City; therefore, subject to Stone Hill's right to request that its contractors maintain reasonable deductibles in such amounts as are approved by the City, Stone Hill's contractors shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Stone Hill's contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000 / \$1,000,000 / \$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations *b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. *g. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicle b. Non-owned vehicle c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

* May be waived by City Manager if not applicable to activities performed by licensee

4.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Stone Hill shall cause its contractors to comply with any such requests and shall submit a copy of the

replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Stone Hill's contractors shall pay any costs incurred resulting from said changes.

City of Pflugerville
Attn. City Manager
P.O. Box 589
Pflugerville, TX 78691

4.5 Stone Hill agrees to cause its contractors that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to the City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

4.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Stone Hill shall cause its contractors to provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend Stone Hill's authorization under this Agreement should there be a lapse in coverage at any time during the Term of this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

4.7 Nothing herein contained shall be construed as limiting in any way the extent to which Stone Hill subcontractors' may be held responsible for payments of damages to persons or property resulting from Stone Hill's subcontractors' performance of the work covered under this Agreement.

4.8 It is agreed that Stone Hill's subcontractors' insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

4.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

5. INDEMNIFICATION

5.1 STONEHILL COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES,

OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO STONE HILL'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF STONE HILL, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUB-STONE HILL OF STONE HILL, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. STONE HILL SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR STONE HILL KNOWN TO STONE HILL RELATED TO OR ARISING OUT OF STONE HILL'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT STONE HILL'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING STONE HILL OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

5.2 IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE, IS AN INDEMNITY EXTENDED BY STONE HILL TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE. STONE HILL FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY AS SET FORTH ABOVE.

6. TERM AND TERMINATION

6.1 Term. This Agreement shall be effective for three (3) years from the effective date of the Agreement (the "Term").

6.2 Termination by Stone Hill. After the expiration of the Term, this Agreement shall automatically terminate without the need for written notice of termination to the City or without the need to record a written termination instrument.

6.3 Termination by the City. This Agreement may be revoked at any time by the City, if such revocation is reasonably required by the public interest, after providing at least 30 days prior written notice to Stone Hill. Circumstances under which the City may revoke this Agreement, pursuant to this subsection include, but are not limited to the following:

- (a) The Parkland Improvements or a portion of them interfere with the City's use of the Public Parkland.
- (b) Use of the Public Parkland becomes necessary for a public purpose (the City may remove Parkland Improvements installed by Stone Hill without terminating this Agreement pursuant to Section 3.4 herein).
- (c) Despite 30 days written notice, Stone Hill fails to maintain or make necessary alterations to prevent deterioration of the aesthetic integrity of the Parkland Improvements; or
- (d) Stone Hill fails to comply with the terms and conditions of this Agreement, including but not limited to, the insurance requirements specified herein.

6.3 In the event that this Agreement is terminated by either party, at the election of the City, the City shall assume all rights, title and ownership to the Parkland Improvements.

6.4 Once this Agreement has been terminated by either party, the City will perform maintenance on the Public Parkland consistent with the level of maintenance of other City public parkland.

7. ASSIGNMENT

7.1 Stone Hill shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the City, which may be withheld for any reason. If such consent is granted, it shall then be the duty of Stone Hill, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of Stone Hill's rights in this Agreement.

8. MISCELLANEOUS PROVISIONS

8.1 Laws Observance. Stone Hill shall not do, nor suffer to be done, anything on the Public Parkland, during the Term of this Agreement, in violation of the laws of the United States, the State of Texas, or any of the ordinances of the City.

8.2 Attorney's fees. If either party is required to file suit to collect any amount owed under this Agreement for the use of the Public Parkland, the prevailing party shall be entitled to seek reasonable attorney's fees.

8.3 No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

8.4 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.5 Notice. Any notices required or appropriate under this Agreement shall be given in writing to Stone Hill at the address shown below, and to the City, City of Pflugerville; Attn. City Manager; P.O. Box 589, Pflugerville, TX 78691.

8.6 Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

8.7 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Travis County, Texas. This Agreement is made and is to be performed in Travis County, Texas, and is governed by the laws of the State of Texas.

8.8 Authorized Agent. The signer of this Agreement for Stone Hill hereby represents that he or she has full authority to execute this Agreement on behalf of Stone Hill.

8.9 Entire Agreement. This Agreement and exhibits contain the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this Agreement, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written.

[Remainder of page intentionally left blank. Signature pages follow.]

EXECUTED the dates of the parties' respective acknowledgements below and EFFECTIVE as of March _____, 2024.

CITY:

CITY OF PFLUGERVILLE

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of March, 2024, by _____ as _____ of THE CITY OF PFLUGERVILLE, TEXAS, a home rule city, on behalf of said city.

Notary Public, State of Texas

EXHIBIT A

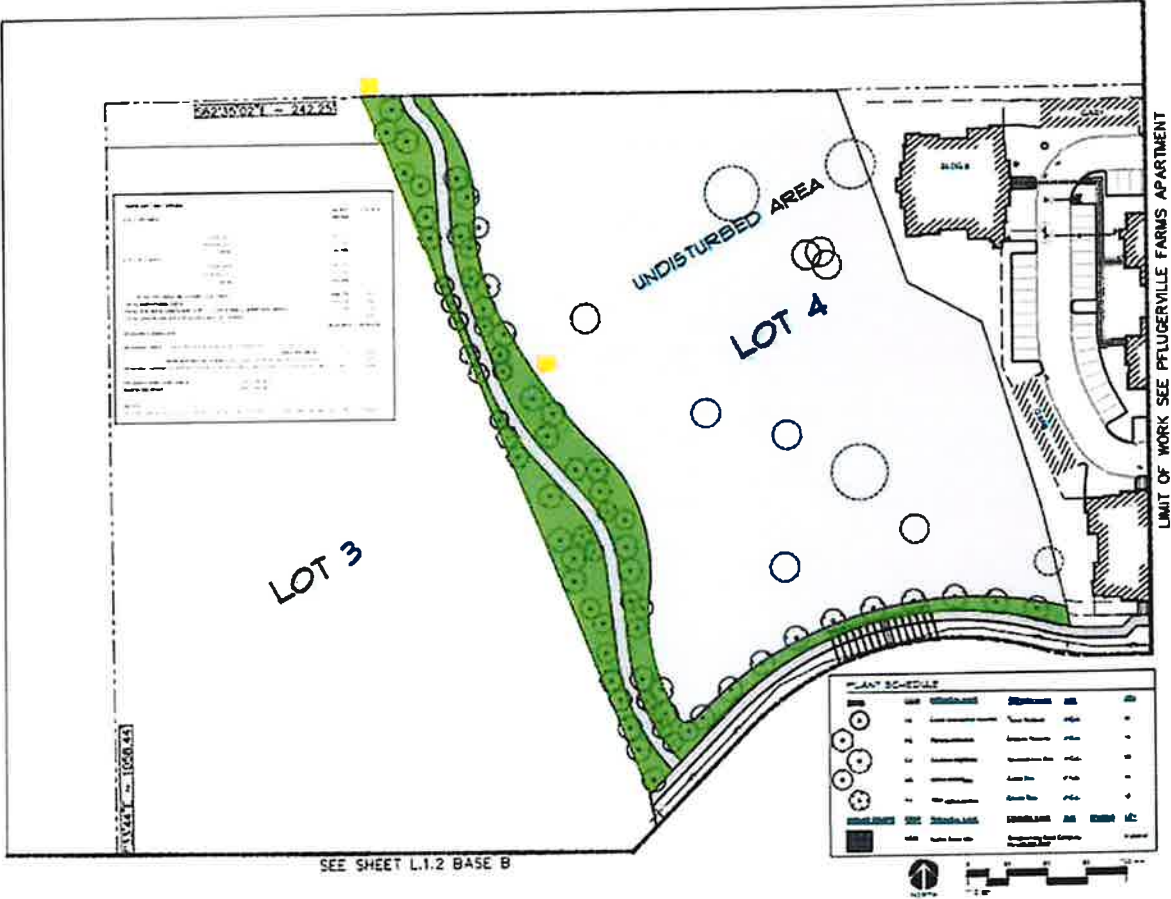
DESCRIPTION OF PUBLIC PARKLAND

A CALLED 4.045 ACRE TRACT, BEING ALL OF LOT 4 AND ALL OF A CALLED 4.277 ACRE TRACT, BEING ALL OF LOT 5, BOTH OF PFLUGERVILLE FARMS APARTMENTS, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 202000161 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

EXHIBIT B

DEPICTION OF PARKLAND IMPROVEMENTS

Areas marked as "Undisturbed Area" will not be mowed.

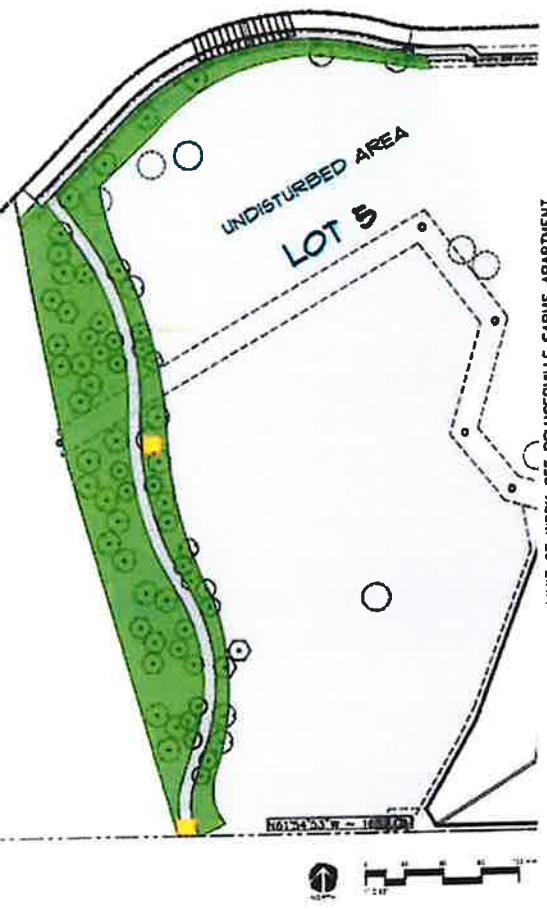


PLANT SCHEDULE				
Symbol	Plant Name	Quantity	Notes	
(Symbol)	Plant Name	Quantity	Notes	
(Symbol)	Plant Name	Quantity	Notes	
(Symbol)	Plant Name	Quantity	Notes	
(Symbol)	Plant Name	Quantity	Notes	
(Symbol)	Plant Name	Quantity	Notes	
(Symbol)	Plant Name	Quantity	Notes	

SEE SHEET L.1.1 BASE A

SUMMARY OF QUANTITIES		AMOUNT	UNIT
Plant Schedule		98,000	sq. ft.
Plant Schedule		10,000	sq. ft.
Plant Schedule		10,000	sq. ft.
Plant Schedule		10,000	sq. ft.
Plant Schedule		10,000	sq. ft.
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Plant Schedule		10,000	sq. ft.
Plant Schedule		10,000	sq. ft.
Plant Schedule		10,000	sq. ft.
Plant Schedule		10,000	sq. ft.
Plant Schedule		10,000	sq. ft.

LOT 3



End of Exhibit B

Exhibit B

ORIGIN ID:RF-GA (214) 849-9020 SHIP DATE: 16APR24
SARAH LEISHMAN ACTWGT: 1.00 LB
ROSEWOOD RESOURCES INC. CAD: 113732921/NET4535
2101 CEDAR SPRINGS RD
STE 1600
DALLAS, TX 75201
UNITED STATES US
BILL SENDER

TO **LARRY FOOS**
CITY PFLUGERVILLE PARKS RECREATION
100 E. MAIN ST

PFLUGERVILLE TX 78660

REF: RPC STONE HILL INVESTMENTS, LP

(512) 990-6364

INV:

PC:

DEPT:

583J6/0FEC/9AE3

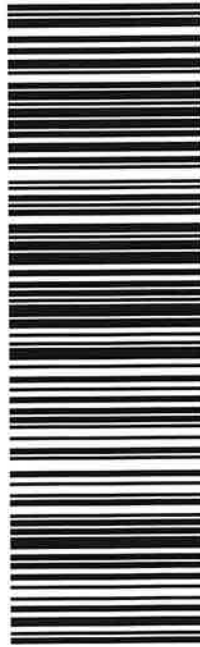


WED - 17 APR 5:00P
STANDARD OVERNIGHT

TRK# 7759 7612 5345

0201

A8 BSMA **78660**
TX-US AUS



Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

After printing this label:
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH