

MAINTENANCE AGREEMENT
FOR THE LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT
PARK AND OPEN SPACE IMPROVEMENTS

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Maintenance Agreement for the Lakeside Meadows Public Improvement District Park Improvements and Open Space (the “Agreement”) is executed between LAKESIDE MEADOWS INDUSTRIAL PROPERTY OWNERS ASSOCIATION, INC., a domestic nonprofit corporation, (the “ASSOCIATION”); and the City of Pflugerville, Texas (the “CITY”); each a “Party” and collectively the “Parties”, to be effective _____, 2026 (the “Effective Date”).

RECITALS

WHEREAS, on September 13, 2022, the CITY passed and approved a Resolution authorizing the creation of the Lakeside Meadows Public Improvement District that is comprised of approximately 415.361 acres (the “District”);

WHEREAS, the CITY and LAKESIDE MEADOWS, LLC (the “Developer”) entered into the Lakeside Meadows Public Improvement District Financing Agreement on May 14, 2024 (the “Financing Agreement”). The Financing Agreement also includes any subsequent amendments thereto;

WHEREAS, pursuant to the Financing Agreement, within the District, certain public improvements upon construction, completion, and acceptance will be dedicated to the CITY;

WHEREAS, the ASSOCIATION has agreed to maintain certain Park Improvements within the Open Space, as defined in this Agreement, within the District;

WHEREAS, LAKESIDE MEADOWS, LLC and LAKESIDE MEADOWS INDUSTRIAL PROPERTY OWNER’S ASSOCIATION, INC. have agreed to grant the CITY a public access easement to the Park Improvements and the Open Space on which the Park Improvements are located, in the form attached as **Exhibit C** (“Public Access Easement”) to this Agreement;

WHEREAS, the CITY has agreed to grant the ASSOCIATION a license to access and maintain the Park Improvements per this Agreement; and

WHEREAS, the Parties intend this Agreement to apply to the Park Improvements within the Open Space, as defined herein, of the District.

WHEREAS, the recitals at the beginning of this Agreement are incorporated into the body of this Agreement.

NOW, THEREFORE, the CITY and the ASSOCIATION agree as follows:

- I. Definitions.
- A. “Park Improvements” mean park improvements dedicated to the CITY and located on the Open Space, as owned by the DEVELOPER within the District, as described in more detail in **Exhibit A** to this Agreement, and described as lights, water fountain, bike repair station, and benches.
- B. “Open Space” means the following open space areas: LOT 1, BLOCK Y; LAKESIDE MEADOWS PHASE 1; DOC. NO. 202300053; LOT 3, BLOCK Y; LAKESIDE MEADOWS PHASE 1; DOC. NO. 202300053 and DOC. NO. 202300095; and LOT 9A, BLOCK A; LAKESIDE MEADOWS INDUSTRIAL, PHASE 3; DOC. NO. 202100176 according to the Plats recorded in the Plat Records of Travis County, Texas and as depicted in **Exhibit A** to this Agreement.
- II. Grant. Subject to the conditions in this Agreement and to the extent of the right, title and interest of the CITY in and to the Park Improvements and without any express or implied warranties, the CITY grants a license to the ASSOCIATION providing for access to the Open Space to maintain the Park Improvements existing in the District as of the date of this Agreement at the expense of the ASSOCIATION.
- III. Consideration. The CITY and the ASSOCIATION acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement.
- IV. ASSOCIATION’s Obligation to Maintain Park Improvements.
- A. Responsibility of ASSOCIATION. The ASSOCIATION will be responsible for maintaining the Park Improvements.
- B. Scope of Maintenance. The ASSOCIATION shall maintain the Park Improvements by keeping them in a clean, safe, and usable condition for ordinary public use, consistent with the nature of the Park Improvements and comparable privately-maintained public park facilities in the City. Maintenance shall include routine, preventative, and corrective maintenance, but shall not include reconstruction, redesign, or capital replacement, except as expressly provided herein. “Maintenance” of the Park Improvements shall include, as applicable:
- i. Regular inspection to identify unsafe, damaged, or malfunctioning conditions;
 - ii. Routine cleaning and removal of litter, debris, graffiti, and other foreign materials;
 - iii. Repair or replacement of worn, damaged, or non-functioning components necessary for safe operation;
 - iv. Tightening, adjustment, and minor part replacement;
 - v. Painting or surface treatment to prevent corrosion or deterioration; and

- vi. Temporary removal from service or barricading of any Park Improvement that poses an immediate safety hazard until repairs are completed.
- C. Timing of Maintenance. The ASSOCIATION shall correct or cause to be corrected any condition of the Park Improvements that presents an unreasonable risk to public safety within a commercially reasonable time, taking into account the nature of the condition, availability of materials, and the need to coordinate with third-party contractors or utility providers.
- D. Maintenance Exclusions. Park Improvement maintenance shall not include:
 - i. Capital replacement or upgrades beyond original design;
 - ii. Expansion, relocation, or redesign of Park Improvements;
 - iii. Compliance with future changes in laws or standards unless required by applicable law;
 - iv. Policing, installation or operation of security services, or supervision of public use; or
 - v. Repair of damage caused by third parties, acts of God, or City activities, except to the extent necessary to remove immediate safety hazards.
- E. Liens Prohibited. The ASSOCIATION shall not suffer or permit any mechanic's or materialmen's liens, claims, judgments, or indebtedness of any kind to be filed against the Park Improvements in the performance of the ASSOCIATION's obligations hereunder and shall promptly obtain the release of any such claims at no cost to the CITY.
- F. ASSOCIATION's Contractors. The ASSOCIATION shall retain the services of qualified contractors or subcontractors adequate for the performance of the above-described maintenance in a timely and workmanlike manner.
- V. ASSOCIATION's Responsibilities. The ASSOCIATION will be responsible for any damage to CITY improvements as a result of the ASSOCIATION's maintenance of the Park Improvements. Further, the ASSOCIATION shall reimburse the CITY for all reasonable costs incurred by the CITY in replacing or repairing any CITY improvement that may be damaged or destroyed as a result of performing maintenance under this Agreement by or on behalf of the ASSOCIATION.
- VI. License. Through this Agreement, the CITY grants the ASSOCIATION a non-exclusive license to the Open Space for the sole purpose of performing the ASSOCIATION's maintenance obligations under this Agreement for the Park Improvements and for the duration of the term of this Agreement.

VII. CITY's Rights to Improvements.

- A. 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, franchised public facilities, roadways or streets on, beneath or above the surface of the Park Improvements. The CITY shall take reasonable measures to prevent damage to the Park Improvements. Nothing in this Agreement shall be construed to limit in any way the power of the CITY to widen, alter, or improve the Park Improvements pursuant to official action by the governing body of the CITY or its successors; provided, however, that the CITY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.
- B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE CITY RETAINS THE RIGHT TO ENTER UPON THE OPEN SPACE AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE PARK IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (i) EXERCISING THE CITY'S RIGHTS OR DUTIES WITH RESPECT TO THE PARK IMPROVEMENTS IN THIS AGREEMENT; (ii) PROTECTING PERSONS OR PROPERTY; OR (iii) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE PARK IMPROVEMENTS. THE PARTIES AGREE THAT ANY REMOVAL OF PARK IMPROVEMENTS, OR A PORTION THEREOF, BY THE CITY WILL NOT CAUSE A DEFAULT BY THE ASSOCIATION UNDER THIS AGREEMENT OR BY THE DEVELOPER UNDER THE FINANCING AGREEMENT.

VIII. Indemnification.

- A. **To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the CITY and its elected officials, officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's maintenance or use of the Park Improvements. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses arising solely from the negligent or willful acts of the CITY, provided that for the purposes of the foregoing, the CITY's act of entering into this Agreement shall not be deemed to be a "negligent or willful act".**

IX. Miscellaneous.

A. Compliance with Regulations. The ASSOCIATION agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. Covenant Running With the Land. This Agreement, until its expiration or revocation, shall run as a covenant on the land within the District, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the CITY. A written memorandum of this Agreement shall be filed in the Official Public Records of Travis County, Texas. Notwithstanding anything to the contrary, the above indemnification shall be applicable to the current ASSOCIATION and each subsequent ASSOCIATION only to events, errors, acts and omissions accruing during and up to the time that this Agreement, in its entirety, is owned or acquired by said ASSOCIATION and its successors.

X. Default. In the event the ASSOCIATION fails to perform or cause to be performed the maintenance of the Park Improvements as described in this Agreement, then the CITY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not remedy the same within the thirty (30) day period, the CITY may, at the CITY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the CITY, all reasonable costs and expenses incurred by the CITY in completing the work. In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

XI. Commencement. This Agreement shall begin on the date of approval by the Pflugerville City Council and continue thereafter for so long as the Improvements shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. maintenance obligations for the Park Improvements commence upon the completion of the Park Improvements covered by this Agreement and the CITY's acceptance of the Park Improvements.

XII. Termination.

A. Termination by the ASSOCIATION. This Agreement may not be terminated by the ASSOCIATION without the approval of the CITY.

B. Termination by the CITY. This Agreement may be revoked at any time by the CITY's City Council or its City Manager, if such revocation is reasonably required by the public interest, after providing at least sixty (60) days' prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, the CITY's City Council or its City Manager may revoke this Agreement if:

1. The Park Improvements or a portion of them interfere with the CITY'S use of CITY property; or
2. The Park Improvements or a portion of them constitute a danger to the public which the CITY deems not to be remediable by alternation or maintenance of such Park Improvements; or
3. After providing thirty (30) days written notice to the ASSOCIATION, maintenance or alternation necessary to alleviate a danger to the public has not been made; or
4. The ASSOCIATION fails to comply with the terms and conditions of this Agreement; or
5. If the ASSOCIATION abandons or fails to maintain the Park Improvements, and the CITY receives no substantive response within sixty (60) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the CITY may remove and/or replace all Park Improvements or a portion thereof and collect from ASSOCIATION the CITY'S actual expenses incurred in connection therewith.

XIII. Eminent Domain. If eminent domain is exerted on the Park Improvements by paramount authority, then the CITY will, to the extent permitted by law, cooperate with the ASSOCIATION to affect the relocation of the ASSOCIATION's affected installations at the ASSOCIATION's sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations and improvements taken, if any.

XIV. Interpretation. In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either Party.

XV. Application of Law. This Agreement shall be governed in accordance with the law of Texas and should any provisions of the same be held unenforceable or invalid for any reason, the unenforceability or invalidity of said provision shall not affect the enforceability or validity of any other part of this Agreement.

XVI. Venue. TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY, TEXAS.

XVII. Assignment. The ASSOCIATION, its heirs, executors, administrators, successors and assigns, are to give prompt written notice to the CITY of any assignment or transfer of any of the ASSOCIATION'S rights in this Agreement, giving the assignee's name, date, address and contact person. The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the consent of the CITY, which consent shall not be unreasonably withheld. The CITY may approve an assignment, sublease, or transfer of interest in this Agreement to a different homeowners association that meets the requirements of this paragraph. The ASSOCIATION must have been legally established; maintenance obligations for the Park Improvements must have been assigned to the ASSOCIATION; and the ASSOCIATION must have a binding, continuing responsibility for the maintenance and operation of the Park Improvements and shall establish adequate funding for such maintenance and operation. The restrictive covenants shall provide for the annual assessment sufficient to fund the maintenance of the Park Improvements and for the Improvements to be maintained and repaired; provided that nothing herein shall obligate the CITY to maintain and repair the Improvements. This Agreement may not be assigned, sublet, or transferred until the ASSOCIATION submits proof to the CITY of compliance with this paragraph and the insurance requirements under this Agreement. Subject to compliance with this paragraph and the insurance requirements set forth herein, the ASSOCIATION shall furnish to the CITY a copy of any such assignment or transfer of any of ASSOCIATION'S rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

XVIII. Notice. Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses or at such other address specified by written notice delivered in accordance herewith:

ASSOCIATION:

LAKESIDE MEADOWS INDUSTRIAL
PROPERTY OWNERS ASSOCIATION, INC.
9830 Colonnade Blvd Ste 600
San Antonio, TX 78230-2209

With a copy to:

LAKESIDE MEADOWS, LLC
4201 Marathon Blvd Ste 201
Austin, TX 78756

CITY:

The City of Pflugerville, Texas

Attn: _____

100 E. Main Street

Pflugerville, TX 78660

With a Copy to:

City Attorney

100 E. Main Street

Pflugerville, TX 78660

XIX. Verifications of Statutory Representations and Covenants. The ASSOCIATION makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the ASSOCIATION within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The ASSOCIATION 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, Government Code. The foregoing representation excludes the ASSOCIATION 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.

(b) No Boycott of Israel. The ASSOCIATION hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The ASSOCIATION hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against

a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The ASSOCIATION hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[Signature page follows]

EXECUTED AS OF THE DATE SET FORTH ABOVE.

THE CITY OF PFLUGERVILLE, TEXAS.

By: _____
Doug Weiss, Mayor

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2026, by Doug Weiss, Mayor of the City of Pflugerville, Texas, a home rule city, on behalf of said home rule municipality.

Notary Public, State of Texas

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 2026.

ASSOCIATION:

LAKESIDE MEADOWS INDUSTRIAL PROPERTY OWNERS ASSOCIATION, INC.,
a domestic nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

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COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026 by _____ of LAKESIDE MEADOWS INDUSTRIAL PROPERTY OWNERS ASSOCIATION, INC. on behalf of said domestic nonprofit corporation.

Notary Public, State of Texas

RETURN TO:

The City of Pflugerville, Texas

Attn: _____

100 E. Main Street

Pflugerville, TX 78660

Exhibit A:
Description of Park Improvements and Depiction of Open Space

Exhibit C:

Form of Public Access Easement